

**MONDAY, JUNE 3, 2019**  
**WOONSOCKET CITY COUNCIL AGENDA**  
**CITY COUNCIL PRESIDENT DANIEL M. GENDRON PRESIDING**  
**7:00 P.M. – HARRIS HALL**  
**169 MAIN STREET, WOONSOCKET, RHODE ISLAND 02895**

**REGULAR MEETING**

- 1. ROLL CALL**
- 2. PRAYER**
- 3. PLEDGE OF ALLEGIANCE**
- 4. AGENDA FOR BOARD OF LICENSE COMMISSIONERS**
  - 19 LC 19 Public hearing on transfer application of Class BV Liquor license from Kimberly Lucchesi d/b/a Luc's Bar & Grill to Luc's Bar & Grill, LLC, 541 River Street.
  - 19 LC 20 Public hearing on application of 1<sup>st</sup> Class Victualing license for Aroma CT Café, 1188 Cumberland Hill Road.
  - 19 LC 21 A request of Woonsocket Little League to hold a tag day event on Saturday, June 8, 2019.
  - 19 LC 22 Application of licenses and renewal of licenses (listing attached).
- 5. CITIZENS GOOD AND WELFARE**  
(Please limit comments to five minutes)
- 6. APPROVAL/CORRECTION OF MINUTES OF REGULAR MEETING HELD MAY 20<sup>TH</sup>**
- 7. CONSENT AGENDA**  
All items on the consent agenda are indicated with an asterisk (\*).
- 8. COMMUNICATIONS FROM MAYOR**  
  
None.
- 9. COMMUNICATIONS FROM CITY OFFICERS**
  - 19 CO 23\* From Public Works Director regarding Solid Waste and Recycling Services Agreement between the City of Woonsocket and Rhode Island Resource Recovery Corporation.
  - 19 CO 24\* From Public Works Director regarding Leaf and Yard Waste Agreement between the City of Woonsocket and Town of Blackstone.
  - 19 CO 25\* From City Engineer regarding new Water Treatment Plant status report.
- 10. COMMUNICATIONS AND PETITIONS**
  - 19 CP 16 A request of Albert G. Brien to address the City Council regarding the following items: 1-Home Rule Charter: Chapter 6, Article 3. Board of Assessment Review, Section 4. Duty to hear appeals & Title 44-5-26 of the RIGL; 2- Northeast re-val; 3- Woonsocket Boy's & Girl's Club & 4- Broadway Junk Yard.
- 11. GOOD AND WELFARE**  
(Five minute limit, per Council Rules of Order)

**12. ORDINANCES PASSED FOR THE FIRST TIME MAY 20<sup>TH</sup>**

19 O 29 Authorizing installation of a water meter pit for Map C3, Lot 13-149, 247 Boyden Street.-Gendron

**13. ORDINANCES TABLED UNTIL THIS MEETING**

19 O 30 Appropriation ordinance of the City of Woonsocket for fiscal year beginning July 1, 2019 and ending June 30, 2020.-Gendron  
19 O 31 Appropriation ordinance of the City of Woonsocket water system for the fiscal year beginning July 1, 2019 and ending June 30, 2020.-Gendron  
19 O 32 Appropriation ordinance for the operation of the sewer use fee for the fiscal year beginning July 1, 2019 and ending June 30, 2020.-Gendron  
19 O 33 Appropriation ordinance for the operation of the regional wastewater treatment fund for the fiscal year beginning July 1, 2019 and ending June 30, 2020.- Gendron  
19 O 34 Directing the assessment and collection of a tax by the City of Woonsocket upon real estate, excise and tangible personal property for fiscal year commencing July 1, 2019 and ending June 30, 2020.-Gendron  
19 O 35 In amendment of Chapter 7345 of the Ordinances of the City of Woonsocket entitled "Salaries of City Officers of the City of Woonsocket"- Gendron  
19 O 36 In amendment of Chapter 7288 of the Ordinances of the City of Woonsocket entitled "Personnel Ordinance" as amended pertaining to non-union classified municipal employees.-Gendron  
19 O 37 Establishing the maximum number of employees in each office, department or agency of the City of Woonsocket for the fiscal year beginning July 1, 2019 and ending June 30, 2020 in accordance with Chapter IX of the City of Woonsocket Home Rule Charter.-Gendron

**14. NEW ORDINANCES**

19 O 38 Transferring Fund (Library).-Gendron

**15. NEW RESOLUTIONS**

19 R 60 Granting permission to use City property.-Gendron  
19 R 61 Authorizing the Mayor to execute an agreement for Solid Waste and Recycling Services with the Rhode Island Resource Recovery Corporation.-Gendron  
19 R 62 Authorizing the Mayor to execute a Leaf and Yard Waste Agreement with the Town of Blackstone, MA.-Gendron  
19 R 63 Referring a request for designation of Historic Structures Floating Overlay District for property at Woonsocket Assessor's Plat 6, Lot 1 (former Fifth Avenue School) to the Woonsocket Planning Board.-Gendron  
19 R 64 Awarding the general rehabilitation of Mount St. Charles water tanks No.'s 1 and 5 and the Rhodes Avenue tank and Diamond Hill tank to Utility Services Co., Inc. of Perry, Georgia.-Gendron  
19 R 65 Awarding the general rehabilitation of Mount St. Charles water tanks No.'s 2 and 4 and the Cobble Hill tank to DN Tanks, Inc. of Wakefield, MA.-Gendron  
19 R 66 Naming the Woonsocket Senior Citizens Center in honor of Gaston A. "Gus" Ayotte, Jr.-All Councilors  
19 R 67 Granting permission to use City property.-Gendron

**16. ADJOURNMENT -**

For additional information or to request interpreter services, or other special services for the hearing impaired, please contact City Clerk Christina Harmon-Duarte three days prior to the meeting at (401) 762-6400, or by the Thursday prior to the meeting.

Posted May 30, 2019

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TRANSFER APPLICATION

CITY CLERK'S OFFICE  
WOONSOCKET, RI 02895

CLASS BY LIQUOR TRANSFER APPLICATION

DATE: 4/30/19

FEE: \$227.00  
(Transfer: \$2.00, Ad: \$225.00)

KIMBERLY LUCCHESI

OF

LUC'S BAR & GRILL

541 RIVER STREET

✓ TRANSFER TO: Luc's Bar and Grill, LLC

✓ Phone Number: 401-640-7828

✓ Mail License to: 65 Saint Hughes St Woonsocket, RI 02895

DATE OF TRANSFER: 11/23/2018

✓ Kimberly Lucchesi  
Signature Previous Owner

✓ Kimberly Lucchesi  
Signature New Owner

✓ Kimberly Lucchesi  
Print Name

✓ Kimberly Lucchesi  
Print Name

✓ 65 ST. Hughes St Woon. RI 02895  
Address of New Owner

\*\*\*\*\*office use only - do not write below this line\*\*\*\*\*

Date Paid: 5-9-2019

Date Issued: \_\_\_\_\_

CHK # 12139

\$227.00

BOARD OF LICENSE COMMISSIONERS  
APPLICATION FOR LIQUOR LICENSE

RETAILER CLASS: A \_\_\_ BH \_\_\_ BM \_\_\_ BT \_\_\_ BV X BVL \_\_\_ C \_\_\_ E \_\_\_ ED \_\_\_ J \_\_\_ T \_\_\_ 2:00 A.M. \_\_\_

Business Structure:  Corporation  Partnership  LLC  Individual

Kimberly Lucchesi  
Name of Applicant/Corporation

Luc's Bar and Grill, LLC  
D/B/A

539-541 River <sup>St</sup>, Woonsocket, RI 02895  
Address of Premise

401-597-0667 Kimmie12746@gmail.com  
Phone Number of Business Email Address

State - Incorporated: Rhode Island Date of Incorporation: \_\_\_\_\_

Name, Address, Telephone of all Officers/Members with percentage ownership:

<u>Kimberly Lucchesi</u>	<u>105 St. Hughes <sup>St</sup></u>	<u>401-640-7828</u>	<u>100%</u>
President/Member Name	Address	Phone	Ownership %
Vice President/Member Name	Address	Phone	Ownership %
Secretary/Member Name	Address	Phone	Ownership %
Treasurer/Member Name	Address	Phone	Ownership %

Name and Address of All Directors or Board Members, with percentage ownership:

Name	Address	Phone	Ownership %
Name	Address	Phone	Ownership %
Name	Address	Phone	Ownership %

If application is on behalf of undisclosed principal or party, please give details:

\_\_\_\_\_

Does Applicant Own Premises? Yes  No \_\_\_ Is Property Mortgaged? Yes  No \_\_\_ or Leased? Yes \_\_\_ No \_\_\_

Give Name and Address of Mortgagee (Bank or Mortgage Holder) or Lessor (Landlord) and Amount of Extent

Savings Institute 1430 East Main Rd Portsmouth, RI 02871 \$141,568  
Name Address Amount - Term

*104*

Have any Officers, Members or Stockholders ever been arrested or convicted of a crime? Yes \_\_\_ No  If yes, explain:

Is any other business to be carried on in Licensed Premises? Yes \_\_\_ No  If yes, explain:

Is Applicant or any of its Officers, Members or Stockholders interested directly or indirectly, as principle or associate, or in any manner whatsoever, in any retail license issued under Title 3 of the RI General Laws? If yes, explain:

NO

Is Applicant the owner or operator of any other business? If yes, explain:

NO

State amount of capital invested in the business?

100,000

Do you have now, or will you be installing, a draught system Yes \_\_\_ No

I hereby certify that the above statements are true to the best of my knowledge and belief:

*Kimberly Lucchesi*  
Applicant Signature

4/30/19  
Date

1. Every question on Application Form must be answered. Any false statement made by the Applicant will be sufficient grounds for the denial of the applica or the revocation of the license in case one has been granted.
2. Corporation having 25 or more stockholders need not file a list of the names and addresses of stockholders - (Question #8)
3. Attention is called to the requirements RIGL §3-5-10:
  - (A) All newly elected officers, members, or directors must be reported to the Board of License Commissioners within 30 days.
  - (B) Any acquisition by any person of more than ten per cent (10%) of any class of corporate stock must be reported within 30 days.
  - (C) Any transfer of fifty percent (50%) or more of any class of corporate stock can be made only by written application to the licensing board subject to the procedures for a transfer of a license.

APPLICATION FOR TRANSFER OF LICENSE ONLY

Transfer of Location \_\_\_\_\_ Name  Stock \_\_\_\_\_ Current Retail Class \_\_\_\_\_

*Kimberly Lucchesi*  
Name of Transferor (applicant/old owner)

*Luc's Bar & Grill, LLC*  
d/b/a

*539 River St Woonsocket, RI 02895*  
Address

The above hereby petitions the Licensing Board to transfer the said license to:

New Location (If any): \_\_\_\_\_

New Name (If any): *Luc's Bar & Grill, LLC*

If change of stockholders, list old and new stockholders:

Signature of Transferor (old owner)

Date

Signature of Transferee (New Owner)

Date

THE CALL  
PO BOX 823  
PAWTUCKET RI 02862  
(401)762-3000  
Fax (401)767-8509

ORDER CONFIRMATION (CONTINUED)

Salesperson: CLASS LEGAL

Printed at 05/13/19 15:57 by cbevi-sc

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Acct #: 2047

Ad #: 394035

Status: New WHOLD WHOI

**City Council  
Woonsocket, RI**

Application to sell beverages in accordance with Section 3-5-17 of the General Laws of Rhode Island has been made at the office of the City Clerk as follows:

**APPLICATION FOR  
TRANSFER OF CLASS  
BY LIQUOR LICENSE**

**Kimberly Lucchesi  
d/b/a Luc's Bar & Grill  
to: Luc's Bar & Grill,  
LLC, 541 River Street.**

The City Council will be in session in Harris Hall, 169 Main St on Monday, June 3, 2019 at 7:00 p.m. at which time and place remonstrates will be heard.

**Christina  
Harmon-Duarte  
Clerk of the  
City Council**





THE CALL  
PO BOX 823  
PAWTUCKET RI 02862  
(401)762-3000  
Fax (401)767-8509

ORDER CONFIRMATION (CONTINUED)

Salesperson: CLASS LEGAL

Printed at 05/14/19 10:53 by cbevi-sc

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Acct #: 2047

Ad #: 393816

Status: New

**City Council  
Woonsocket, RI**

Application to hold a 1st Class Victualing License has been made at the office of the City Clerk as follows: Aroma CT Cafe, located at 1188 Cumberland Hill Road.

The City Council will hold a public hearing on this application in Harris Hall, 169 Main Street, on Monday, June 3, 2019 at 7:00 PM.

All persons interested and wishing to be heard are invited to attend.

**Christina  
Harmon-Duarte  
Clerk of the  
City Council**

# Woonsocket Little League

19 LC 21



To Whom it May Concern,

May 21, 2019

Woonsocket Little League is looking to host a Tag Day event on June 8<sup>th</sup>, 2019. This event will help raise money that would go towards our little league. The money raised will help keep registrations cost down, help purchase any new equipment needed, as well as keeping our two concession stands fully stocked. We are asking the city of Woonsocket to allow us to host this Tag Day Event.

Thank you for your consideration.

A handwritten signature in black ink, appearing to read 'John Levreault'. The signature is fluid and cursive, with a long horizontal stroke at the end.

John Levreault  
President  
Woonsocket Little League  
401-639-7342

**AGENDA FOR BOARD OF LICENSE COMMISSIONERS**

**NEW**

**ENTERTAINMENT & CLASS F LIQUOR**

Precious Blood Church, 94 Carrington Avenue (DJ) June 8, 2019

St. John Baptist Romanian Orthodox Church, 501 E. School Street (DJ) July 20, 2019

St. John Baptist Romanian Orthodox Church, 501 E. School Street (DJ) July 21, 2019

**ENTERTAINMENT & CLASS F1 LIQUOR**

LCC (Laotian Community Center of R.I.) 458 River Street (Live Band) July 06, 2019

**QUARTERLY ENTERTAINMENT**

Christopher's Kitchen & Bar, 2 South Main Street (Live Band, DJ, Karaoke)

**STREET VENDOR**

Galley Wagon LLC, d/b/a The Village Greek, 21 Marcy Street, Cranston RI

Poppy's Kettle Corn & Waffles, 72 Sayles Avenue, Warwick, RI

Woof Woof Pet Boutique, 31 Bradford Street, Bristol, RI

**RENEWALS**

**QUARTERLY ENTERTAINMENT**

Rick's Bar & Grill, Inc., 297 Cass Avenue (Live Band, DJ, Karaoke)

Monday, May 20, 2019

At a regular meeting of the City Council, in the City of Woonsocket, County of Providence, State of Rhode Island in Harris Hall on Monday, May 20, 2019 at 7 P.M.

All members are present.

The prayer is read by the Clerk. The Pledge of Allegiance is given by the Assembly.

19 LC 17 A request of Woonsocket Firefighters Association, Local 732 to hold a tag day license on Saturday, September 7, 2019 with a rain date of Saturday, September 14, 2019 is read by title, and

Upon motion of Councilman Ward seconded by Councilwoman Sierra it is voted that the license be granted, a roll call vote on same being 5-1 with President Gendron voting no.

19 LC 18 Upon motion of Councilman Brien seconded by Councilors Sierra and Ward it is voted that the following licenses be granted, a voice vote on same being unanimous: 4 applications for entertainment license, 1 application for street vendor and 1 application for renewal of holiday license.

The following persons addressed the council under citizens good and welfare: Christopher McGeehan, Alex Kithes and Estelle Bubble.

Upon motion of Councilman Soucy seconded by Councilman Ward it is voted that the minutes of the regular meeting held May 6<sup>th</sup>, 2019 be approved as submitted, a voice vote on same being unanimous.

Upon motion of Councilman Brien seconded by Councilman Ward it is voted that the consent agenda be approved as submitted, a voice vote on same being unanimous.

The following items were listed on the consent agenda:

19 CO 21 Monthly odor report from Jacobs Engineering Group.

19 CO 22 A communication from Public Works Director regarding granting petition to install a water meter pit and water service.

19 CP 15 A request of Councilwoman Sierra to address the following item: The current state of the local restaurant industry and how recently submitted State and Local legislation affects the industry as a whole.

The following remarks are made under good and welfare:  
Councilwoman Sierra passed.

Councilman Soucy congratulated all graduates and their parents.

Councilman Ward spoke about his requests for information that he's waited many weeks to receive with no reply.

President Gendron passed.

Councilman Brien thanked Public Works Director for responding to his email on Sunday. He spoke about odor report. He spoke about June 1<sup>st</sup> Earth Day clean up at Oak Hill Cemetery, about June 6th fundraiser for Autumnfest to be held at Chan's featuring the James Montgomery Blues Band and the New Beginnings meat raffle fundraiser at All Saints Parish on June 7<sup>th</sup>.  
Councilman Cournoyer passed.

- 19 O 27 An ordinance transferring funds (Police Division) which was tabled on May 6th, is read by title, and
- Upon motion of Councilman Cournoyer seconded by Councilman Soucy it is voted that the ordinance be passed, a roll call vote on same being unanimous.
- 19 O 28 An ordinance in amendment of Chapter 17 entitled "Traffic" of the Code of Ordinances, which was passed for the first time on May 6<sup>th</sup>, is read by title, and
- Upon motion of Councilman Brien seconded by Councilors Sierra and Ward it is voted that the ordinance be passed, a roll call vote on same being unanimous.
- 19 O 29 An ordinance authorizing installation of a water meter pit for 247 Boyden Street is read by title, and
- Upon motion of Councilwoman Sierra seconded by Councilman Ward it is voted that the ordinance be passed, a roll call vote on same being unanimous.
- Upon motion of Councilman Ward seconded by Councilman Cournoyer it is voted that the following eight ordinances be tabled June 3, 2019, a voice vote on same being unanimous:
- 19 O 30 Appropriation ordinance of the City of Woonsocket for fiscal year beginning July 1, 2019 and ending June 30, 2020.
- 19 O 31 Appropriation ordinance of the City of Woonsocket water system for fiscal year beginning July 1, 2019 and ending June 30, 2020.
- 19 O 32 Appropriation ordinance for the operation of the sewer use fee for fiscal year beginning July 1, 2019 and ending June 30, 2020.
- 19 O 33 Appropriation ordinance for the operation of the regional wastewater treatment fund for fiscal year beginning July 1, 2019 and ending June 30, 2020.
- 19 O 34 An ordinance directing the assessment and collection of a tax by the City of Woonsocket upon real estate, excise and tangible personal property for fiscal year Commencing July 1, 2019 and ending June 30, 2020.
- 19 O 35 An ordinance in amendment of Chapter 7345 of the Ordinances of the City of Woonsocket entitled "Salaries of City Officers of the City of Woonsocket".
- 19 O 36 An ordinance in amendment of Chapter 7288 of the Ordinances of the City of Woonsocket entitled "Personnel Ordinance" as amended pertaining to non-union classified municipal employees.
- 19 O 37 An ordinance establishing the maximum number of employees in each office, department or agency of the City of Woonsocket for fiscal year beginning July 1, 2019 and ending June 30, 2020 in accordance with Chapter IX of the City of Woonsocket Home Rule Charter.
- 19 R 43 A resolution requesting the General Assembly delegation from Woonsocket to introduce legislation pertaining to retail liquor licenses, which was tabled, is read by title, and
- A motion is made by Councilman Soucy seconded by Councilman Brien that the resolution be passed, however, before this is voted on
- Upon motion of President Gendron seconded by Councilman Cournoyer it is voted to amend as follows: In second WHEREAS, add "s" after "sell". In third WHEREAS, add "s" after "exempt" and also after "within" insert "a portion of". In Section 1: after "properties" insert "with a Main Street address"; after "located" insert "between 2 Main Street (Plat 14, Lot 284) and 194 Main Street (Plat 14, Lot 139)"; after

"Woonsocket" insert "with respect to BV & BM liquor licenses". Delete "within the downtown overlay district". The amendment is voted on and passed unanimously on a roll call vote. The resolution, as amended, is then voted on and passed on a 5-1 voice vote with Councilwoman Sierra voting no.

19 R 46 A resolution authorizing the cancellation of certain taxes, which was tabled, is read by title, and

Upon motion of Councilman Cournoyer seconded by Councilman Ward it is voted that the resolution be defeated, a roll call vote on same being unanimous.

19 R 54 A resolution authorizing Mayor to purchase property located on Annette Avenue and Mendon Road, which was tabled, is read by title, and  
A motion is made by Councilman Cournoyer seconded by Councilman Ward that the resolution be passed, however, before this is voted on

Upon motion of Councilman Soucy seconded by Councilman Ward it is voted to amend as follows: At the end of Section 1: Insert "Provided, however, the Solicitor may make necessary changes to the Purchase & Sales Agreement to reflect any concerns that the Solicitor may have concerning the property. The resolution, as amended, is passed unanimously, however, before this is voted on

Upon motion of Councilman Cournoyer seconded by Councilman Ward it is voted to amend as follows: In Section 1: after "upon" insert: "j)" and after "Exhibit 2" insert: and ii) the dam identified by DEM as "Dam 621" is to be fully repaired and brought into compliance with the State of Rhode Island and DEM regulations by the Seller at the Seller's sole expense and at no cost to the City, with such compliance being evidenced by a written and signed document from DEM acknowledging DEM's approval of the repairs and their concurrence that said dam is in compliance with any and all of the State's and DEM's statutes and regulations and that no further action is required. For the avoidance of doubt, the aforementioned dam condition shall be made a part of the Purchase and Sale Agreement as a condition to Closing and the City shall not close on the Purchase until the dam is repaired and DEM has formally signed off on the repairs and there are no outstanding DEM Notices of Violations in connection with the properties to be purchased." The resolution, as amended, is passed unanimously, however, before this is voted on

Upon motion of Councilman Cournoyer seconded by Councilman Ward it is voted to amend as follows: In Section 2: after "years" insert "; provided that (i) the earliest the first installment shall be made shall be the later of October 15, 2019 or three (3) months after the Closing of the Purchase and (ii) that in no event shall the City pay more than \$50,000 per year over an eight year period, inclusive of principal and interest. For the avoidance of doubt, the total to be paid by the City for the purchase of the subject property shall not exceed \$400,000.00, including principal and interest." The resolution, as amended, is then voted on and passed on a 5-1 voice vote with Councilwoman Sierra voting no.

19 R 57 A resolution authorizing the cancellation of certain taxes is read by title, and

Upon motion of Councilman Cournoyer seconded by Councilman Ward it is voted that the resolution be defeated, a roll call vote on same being unanimous.

19 R 58 A resolution granting permission to use City property is read by title, and

Upon motion of Councilman Brien seconded by Councilwoman Sierra it is voted that the resolution be passed, a voice vote on same being unanimous.

Upon motion of Councilman Ward seconded by Councilmen Cournoyer and Soucy it is voted that the meeting be and it is hereby adjourned at 8:28 P.M.

Attest:

Christina Harmon-Duarte

City Clerk



City of Woonsocket  
Department of Public Works  
Engineering Division

Lisa Baldelli-Hunt  
Mayor

Steven D'Agostino  
Director

19 CO 23

May 16, 2019

The Honorable City Council  
Legislative Chambers  
City Hall – 169 Main Street  
Woonsocket, RI 02895

**Subject: Solid Waste and Recycling Services Agreement  
Between the City of Woonsocket and  
Rhode Island Resource Recovery Corporation**

Dear Councilors:

Before you tonight is legislation to authorize the Mayor to execute an agreement for solid waste and recycling services between the City of Woonsocket and Rhode Island Resource Recovery Corporation (RIRRC).

Due to State statute the City cannot transport or dispose of its waste at any other facility than facilities designated by RIRRC. However the contract agreement with RIRRC continues to be favorable to municipalities by offering low solid waste disposal cost, incentives for recycling, early payment discounts and free compost.

The subsidized municipal disposal fee is \$47.00 per ton.

The present contract expires June 30, 2019.

I recommend the City Council authorize the Mayor to enter into the agreement.

Sincerely,

Steven D'Agostino  
Director of Public Works

Attachment



City of Woonsocket  
Department of Public Works  
Engineering Division

Lisa Baldelli-Hunt  
Mayor

Steven D'Agostino  
Director

19 CO 24

May 17, 2019

The Honorable City Council  
Legislative Chambers  
City Hall – 169 Main Street  
Woonsocket, RI 02895

**Subject: Leaf and Yard Waste Agreement  
Between the City of Woonsocket and  
Town of Blackstone**

Dear Councilors:

Before you tonight is legislation to authorize the Mayor to execute an agreement for leaf and yard waste disposal between the City of Woonsocket and the Town of Blackstone, MA.

This facility is of great value to the City residents and the City itself to dispose of leaf and yard waste due to its proximity and the negotiated compensation.

I recommend the City Council authorize the Mayor to enter into the agreement.

Sincerely,

Steven D'Agostino  
Director of Public Works

Attachment



## Status Report No. 16

### City of Woonsocket - Drinking Water Treatment Facility Capital Improvements Project

Date: May 21, 2019  
Prepared by: CDM Smith

On July 31, 2017 the City of Woonsocket, Rhode Island ("City") entered in to an Agreement with Woonsocket Water Services, LLC ("Company"); note that, during the proposal review process, the "Company" was also referred to as "the AECOM Team". The Agreement is for the Company to design, construct and operate a new water treatment facility with a design capacity of 7.0 million gallons per day, expandable to 10.5 million gallons per day, on the City-owned property on Jillson Avenue. Construction is to be complete and the facility fully operational no later than December 31, 2020.

Status Report No. 16 details the work completed from April 24, 2019 through May 21, 2019.

#### PROJECT SCHEDULE

All design packages have been delivered to the City and stamped by RIDOH, which completes the design phase of the project. The City has issued to the Company a full notice to proceed with construction of Capital Improvements. It is anticipated the new water treatment plant will be fully operational on December 31, 2020.

#### PROJECT BUDGET

Original Contract Sum	\$ 56,752,800.00
Change Orders	\$ (109,572.00)
Current Contract Sum	\$ 56,643,228.00
Total Paid to Date	\$ 21,698,186.03
Current Retainage	\$ 1,144,285.17
Current Payment Under Review	\$ 1,468,640.29

## PROJECT CHANGE ORDERS

### PROPOSED

*PCO No 8 - Natural Gas Booster Station:* The Company has proposed change order of \$108,000 to design and construct a gas booster stations required to operate HVAC equipment at the treatment plant due to low line pressures in the distribution system. Final design details are being coordinated between WWS and National Grid.

*PCO No 9 - PCB and PAH Remediation:* Work under Change Order No 2 has been completed. Confirmatory soil samples indicated additional remediation work will be required. The Company is proposing a fixed Engineering Services cost of \$9,574 plus the cost of excavation, disposal, sampling and lab costs associated with the removal of contaminated material within the defined area at a unit cost of \$106.80 per ton.

### FUTURE

*30" Line Stop* - During pressure testing of the offsite pipelines, a connection to an existing line was discovered. This connection needs to be isolated in order connection new pipe lines from the WTP. It has been determined a line stop is required to cap the existing line.

*Sick Leave Act* - A new law passed in the State of Rhode Island regulating the minimum sick leave time employees in the State must receive. WWS is evaluating the act and estimating the cost impacts it may have in the project.

### EXECUTED

*Change Order No. 1 – PCB and PAH Notification and Delineation: \$41,868.00*

This change order covered the compensation for the Preparation/review of Notification to RIDEM and resulting RIDEM response and conduct the required site delineation of the PCB and PAH contamination to determine the extent of excavation required along the facility's primary access road.

*Change Order No. 2 – PCB and PAH Remediation: \$114,919.00*

Field work to further delineate the PCB and PAH contamination along the facility's primary access road was completed (CO-01). Lab results showed reportable levels of PCB were found to a depth of 3-feet, while PAH contamination were found to a depth of 6-feet. The Company has proposed Change Order No 2 (CO-02) to "Dig and Haul" contaminated soil off-site, conduct confirmatory sampling, development of reports and management activities during excavation for a total cost of \$114,919.00. If confirmatory samples show additional remediation is required a proposed change order would be developed.

Change Order No 3 – Excavation/Removal Hazardous Materials: \$100.70/Ton (Time & Material)  
Covers handling of hazardous materials while installing new water mains along Joffre Ave, Acres Ave, Reservoir Ave and Manville Rd. Company will only be compensated for material removed for disposal at a rate of \$100.70 per ton.

*Change Order No 4 – Raw/Finished Piping Modifications: \$202,988.00 (CREDIT)*

Company is deleting from the design ~620 linear feet of 24" ductile iron water main. The finished water main runs from the intersection of Acres Ave and Reservoir Ave to Joffre Ave and Logee St. The Company had proposed deleting ~450 linear feet of 24" ductile iron main between Manville Road and Lydia Avenue. However, deleting the ~450 linear feet of 24" ductile iron main would have meant transmission of raw water through an existing 100 year old main and the loss of redundancy.

*Change Order No 5 – Interior Process Piping Material Change: \$129,600 (CREDIT)*

Company will credit \$129,600 by installing epoxy line carbon steel pipe in lieu of ductile iron pipe within all facilities. This includes piping within the WTP, Raw Water Pump Station and Finish Water Pump Station.

*Change Order No 6: National Grid Natural Gas Service: \$66,239*

National grid has provided an invoice totaling \$114,740 to complete the installation of new gas main and gas service required at the new treatment facility. A utility allowance of \$50,000 was placed into the construction contract. CO No 6 will cover the remaining balance plus bond and insurance increases incurred by WWS.

## **PROJECT SUBMITTALS**

- All design packages have been approved for construction.

## **PROJECT PERMITTING**

- All RIDEM and RIDOH permitting activities have been completed for the project.

## **FIELD WORK/CONSTRUCTION ACTIVITIES**

- Work on structural foundations at the WTP site has continued.
- Continued installing primary and secondary electric duct bank.
- Started Raw Water Pump Station site work.
- For further details, refer to WWS Update, attached.

# Water Treatment Plant

## DESIGN-BUILD-OPERATE PROJECT UPDATE

WOONSOCKET WATER SERVICES, LLC



### Water Treatment Plant Timeline

**Project Introduction.** The City of Woonsocket, Rhode Island issued a request for proposals (RFP) in August 2015 for the design and construction of a new water treatment facility. Woonsocket Water Services, LLC, (WWS) a team comprised of AECOM, C.H. Nickerson, and Suez, submitted a proposal in February 2016 for the design-build-operate project and was awarded the project in July 2017. The project is currently in the construction phase.

**Design.** Once the contract was signed, the project was kicked off with the City in August 2017 with the initiation of design packages and permitting with local and state regulatory agencies. The design packages consist of the following packages: Package 1 - Early Site Work; Package 2 - Raw Water Pumping Station, connecting pipelines, and structural foundations of the Water Treatment Plant; and Package 3 - Water Treatment Plant.

RIDOH approved Package 1 on May 30, 2018; Package 2 on July 20, 2018; and Package 3 on September 28, 2018. All packages have been stamped and approved by RIDOH, which completes the design phase of the project.

Permitting. All RIDEM and RIDOH permitting activities have been completed for the project. The RIDOH participates in monthly progress review meetings with the project team and the City and will continue to participate and monitor the project throughout construction and startup. Representatives from the RIDEM make periodic site visits to the WTP site to conduct site inspections related to construction storm water controls.

WWS submitted a permit modification to the original Freshwater Wetlands permit. The permit modification request is to modify the amount of off-site compensation that would be provided, to include the impervious area that will be created with the sidewalk improvements on Jillson Avenue and the extension of Acres Avenue to the new Secondary Access Road from the new WTP.

Construction. In May, the following activities were conducted:

1. Started rock excavation for Sediment Tank
2. Continued installing formwork and reinforcement for DAF and process building walls
3. Continued placing concrete on DAF and process building walls
4. Continued installing conduit for electrical service
5. Started installing formwork and reinforcement for the CCT walls
6. Continued installing formwork and reinforcement for the CCT slabs
7. Continued placing sections of the CCT slabs and walls
8. Installed plumbing under admin area
9. Backfilled and compacted admin area to bottom of slab.
10. Performed hydrostatic tests on filters.
11. Started clearing and sitework at Raw Water Pump Station.

### Upcoming Activities (3 Month Look Ahead)

- Continue review of construction submittals
- Continue concrete formwork, reinforcement installation and concrete placement at the Chlorine Contact Tank area (CCT)
- Continue concrete formwork, reinforcement installation and concrete placement at DAF and process building walls
- Start installing concrete formwork and reinforcement for admin building footings and slab
- Start pulling wire and cable for primary power
- Continue clearing and sitework at Raw Water Pump Station.

### Site Photographs

The following project photographs were taken in May 2019. These photographs depict the ongoing activities related to site work and concrete work for the operations/process building and the chlorine contact tank area.



Process Building- Reinforcement and Formwork



Chlorine Contact Tank - Completed  
South Slab Concrete and Wall Reinforcement and Formwork



Process Building- DAF and Process Building Walls Formwork, Reinforcement and Concrete Placement

Design-Build-Operate Contract Update

TOTAL CONTRACT AMOUNT	\$56,643,228
EXPENDED THROUGH MARCH 18 2019	\$23,244,123
PERCENT COMPLETE	41%
ANTICIPATED TREATMENT PLANT COMPLETION DATE	No Later than 12/31/2020



Albert G. Brien  
513 South Main Street  
Woonsocket, Rhode Island 02895

May 29, 2019

Ms. Christina Harmon-Duarte  
City Clerk  
City of Woonsocket  
City Hall – 169 Main Street  
P.O. Box B  
Woonsocket, Rhode Island 02895

Re: June 3, 2019 City Council Meeting

Dear Ms. Harmon-Duarte,

Pursuant to Chapter 2, Section 10 of the Home Rule Charter please be advised I respectfully request to be heard at the June 3, 2019 City Council meeting regarding: 1-Home Rule Charter: Chapter 6, Article 3. Board of Assessment Review, Section 4. Duty to hear appeals & Title 44-5-26 of the RIGL; 2- Northeast re-val; 3- Woonsocket Boy's & Girl's Club & 4- Broadway Junk Yard.

Thank you for your consideration,



Albert G. Brien

/agb

**City of Woonsocket  
Rhode Island**



May 20, A.D. 2019

**ORDINANCE**

**Chapter**

**AUTHORIZING INSTALLATION OF A WATER METER PIT  
FOR MAP C3 LOT 13-149, 247 BOYDEN STREET**

- WHEREAS,** a request has been made by the property owner of Map C3 Lot 13-149, 247 Boyden Street a 4 unit dwelling, to install new water service; and
- WHEREAS,** the existing dwelling has little to no water pressure forcing tenants to seek other residence; and
- WHEREAS,** the water service will require an underground water meter pit to be installed in Gorman Lane, a City of Woonsocket public right-of-way; and
- WHEREAS,** the Engineering Division and the Water Division have reviewed and approved the required work necessary for the water service work; and
- WHEREAS,** the present or future property owner of this dwelling will be responsible for all maintenance for said water meter pit and water service.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL  
OF THE CITY OF WOONSOCKET, RHODE ISLAND, AS FOLLOWS:**

- Section 1.** That the City Council of the City of Woonsocket is hereby authorizing the installation a water meter pit and a water service in Gorman Lane for the existing dwelling on Map C3 Lot 13-149, 247 Boyden Street.
- Section 2.** This Ordinance shall take effect upon its passage by the City Council as provided in Chapter III, Section 9 of the Woonsocket Home Rule Charter and all ordinances inconsistent herewith are hereby repealed.

---

Daniel Gendron, City Council President  
'By Request of the Administration'

IN CITY COUNCIL May 20, 2019 - Read by title and passed for the first time  
unanimously.

**City of Woonsocket  
Rhode Island**



May 20, A.D. 2019

**Ordinance**

**CHAPTER**

**APPROPRIATION ORDINANCE OF THE CITY OF WOONSOCKET FOR  
FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020**

**IT IS ORDAINED BY THE CITY COUNCIL OF THE  
CITY OF WOONSOCKET AS FOLLOWS:**

**SECTION 1.** That the sum of \$145,901,845 or so much thereof as may be necessary, be and the same is hereby appropriated to defray the expenses of the government of the City of Woonsocket for the fiscal year beginning July 1, 2019 and ending June 30, 2020, for the objects and purposes as stated and specified in that certain document entitled, "Proposed Municipal Budget Plan, 2019-2020 Fiscal Year, Lisa Baldelli-Hunt, Mayor, City of Woonsocket, Rhode Island".

**SECTION 2.** This Ordinance shall take effect upon its passage.

---

Daniel M. Gendron, City Council President  
By request of the Administration

IN CITY COUNCIL May 20, 2019 - Read by title and tabled unanimously.

**City of Woonsocket  
Rhode Island**



May 20, A.D. 2019

**Ordinance**

**CHAPTER**

**APPROPRIATION ORDINANCE OF THE CITY OF  
WOONSOCKET WATER SYSTEM FOR THE  
FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020**

**IT IS ORDAINED BY THE CITY COUNCIL OF THE  
CITY OF WOONSOCKET AS FOLLOWS:**

SECTION 1. That the sum of \$8,892,391 or so much as may be and the same is hereby appropriated to defray the expenses of the operation of the Water System of the City of Woonsocket for the fiscal year beginning July 1, 2019 and ending June 30, 2020, as set forth in the operating budget of said Water System for said fiscal year as follows:

**REVENUE**

**Operating Income**

Water Sales	\$7,108,391
Services & Extension	900,000
Repairs	2,000
Miscellaneous	35,000
Fire Surcharge	675,000
Retainage on State Surcharge	22,000
<b>Total Operating Income</b>	<b>\$8,742,391</b>

**Other Income**

Interest on Water Bills	120,000
Interest on Investments	30,000
Revenue Transfer	0
<b>Total Other Income</b>	<b>\$150,000</b>

<b>TOTAL INCOME</b>	<b>\$8,892,391</b>
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**EXPENDITURES**

Personal Services	\$1,465,654
Purchased Services	2,977,912
Operating Supplies	291,198
General Charges	4,157,627
<b>TOTAL EXPENDITURES</b>	<b>\$8,892,391</b>

<b>SURPLUS/DEFICIT</b>	<b>\$0</b>
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SECTION 2. This Ordinance shall take effect upon its passage.

Daniel M. Gendron, City Council President  
By request of the Administration

IN CITY COUNCIL May 20, 2019 - Read by title and tabled unanimously.

**City of Woonsocket  
Rhode Island**



May 20, A.D. 2019

**Ordinance**

**CHAPTER**

**APPROPRIATION ORDINANCE FOR THE OPERATION OF THE  
SEWER USE FEE FUND FOR THE  
FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020**

**IT IS ORDAINED BY THE CITY COUNCIL OF THE  
CITY OF WOONSOCKET AS FOLLOWS:**

SECTION 1. That the sum of \$9,315,110 or so much as may be and the same is hereby appropriated to defray the expenses of the operation of the City of Woonsocket Sewer Use Fee Fund for the fiscal year beginning July 1, 2019 and ending June 30, 2020, as set forth in the operating budget of said Sewer Use Fee Fund for said fiscal year as follows:

**REVENUE**

Operating Income	
User Charges:	
(1) Woonsocket	\$9,100,000
(b) Non-participating communities:	
Bellingham	0
Cumberland	0
Interest Income	194,110
Other Income	21,000
<b>TOTAL INCOME</b>	<b><u>\$9,315,110</u></b>

**EXPENDITURES**

Administration Div	7,171,770
Sewer Division	1,319,348
<b>TOTAL EXPENDITURES</b>	<b><u>\$8,491,118</u></b>

<b>SURPLUS/DEFICIT</b>	<b>\$823,992</b>
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SECTION 2. This Ordinance shall take effect upon its passage.

\_\_\_\_\_  
Daniel M. Gendron, City Council President  
By request of the Administration

**City of Woonsocket  
Rhode Island**



May 20, A.D. 2019

**Ordinance**

**CHAPTER**

**APPROPRIATION ORDINANCE FOR THE OPERATION OF THE  
REGIONAL WASTEWATER TREATMENT FUND FOR THE FISCAL  
YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020**

**IT IS ORDAINED BY THE CITY COUNCIL OF THE  
CITY OF WOONSOCKET AS FOLLOWS:**

SECTION 1. That the sum of \$8,569,370 or so much as may be and the same is hereby appropriated to defray the expenses of the operation of the Regional Wastewater Treatment Fund of the City of Woonsocket for the fiscal year beginning July 1, 2019 and ending June 30, 2020, as set forth in the operating budget of said fiscal year as follows:

**REVENUE**

Operating Income

User Charges:

A. Participating Communities:

Woonsocket	\$6,765,189
North Smithfield	1,018,564
Blackstone	254,641
Bellingham	424,402

Total Operating Income	\$8,462,796
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Other Income

Total Other Income	106,574
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<b>TOTAL INCOME</b>	<b>\$8,569,370</b>
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**EXPENDITURES**

Personal Services	289,280
Purchased Services	3,209,492
Operating Supplies	4,544
General Charges	5,066,054

<b>TOTAL EXPENDITURES</b>	<b>\$8,569,370</b>
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<b>SURPLUS/DEFICIT</b>	<b>\$0</b>
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SECTION 2. This Ordinance shall take effect upon its passage.

\_\_\_\_\_  
Daniel M. Gendron, City Council President  
By request of the Administration

# City of Woonsocket Rhode Island



May 20, A.D. 2019

## Ordinance

### CHAPTER

**DIRECTING THE ASSESSMENT AND COLLECTION OF A TAX BY  
THE CITY OF WOONSOCKET UPON REAL ESTATE, EXCISE  
AND TANGIBLE PERSONAL PROPERTY FOR  
FISCAL YEAR COMMENCING JULY 1, 2019 AND ENDING JUNE 30, 2020**

**IT IS ORDAINED BY THE CITY COUNCIL OF THE  
CITY OF WOONSOCKET AS FOLLOWS:**

**SECTION 1.** The City Council of the City of Woonsocket hereby orders the assessment and collection of taxes on the ratable real estate, excise and tangible personal property the sum not less than \$55,834,759 and not more than \$56,951,454. Said tax is for the payment of the appropriation made by the City Council including the ordinary expenses of the City, the payment of interest and indebtedness, including sinking funds and for other purposes authorized by law.

The City Assessor shall assess and apportion said tax on inhabitants and ratable property of said property of said city as of the 31st day of December, 2018, at twelve o'clock midnight, according to law.

And the City Assessor shall date, certify, deliver to and deposit the same in the office of the City Clerk on or before the 1st day of July A.D., 2019 and the several taxes therein shall be due and payable to the City Treasurer on or before the 15th day of July, 2019 or may be paid in accordance with Sections 7 and 8, Chapter 5, Title 44 of the General Laws of Rhode Island, 1956, as amended. Unpaid taxes shall carry, until collected, a penalty at the rate of fifteen (15%) percent per annum from the date of July 15, 2019.

Said tax may be paid in quarterly installments, for the first installment of twenty five (25%) percent on or before the 15th day of July, 2019, the second installment of twenty five (25%) percent on or before the 15th day of October, 2019, the third quarter installment of twenty five (25%) percent on or before the 15th day of January, 2020 and the fourth installment of twenty five (25%) percent on or before the 15th day of April, 2020. Each quarterly installment must include a minimum payment of 25% for real estate, 25% for excise and 25% for tangible personal property.

Each installment of taxes, if paid on or before the last day of each installment period successively and in order shall be free from any charges for interest; provided, however, the option to pay taxes in quarterly installments shall not apply to any tax account levied in an amount not in excess of one hundred dollars (\$100.00).

Once delinquent, any taxpayer who has failed to remit any quarterly payment by the required due date may, upon paying all taxes due plus interest owed, be reinstated to a current non-delinquent status and continue to have the option to make payments on a quarterly basis.

Pursuant to R.I.G.L. § 44-5-75 and R.I.G.L. § 44-5-74.1, the City of Woonsocket has adopted a system of property tax classification and has fixed the amount of an owner-occupied homestead exemption from local taxation on eligible real property used for residential purposes and which is owner occupied. Section 2-14, as amended, of the Code of Ordinances, entitled "Tax Classification/Homestead Exemption Procedure" is hereby adopted and incorporated in this Ordinance.

In keeping with the authorization as provided in R.I.G.L. § 44-3, Section 2-11 of the Woonsocket Code of Ordinances is hereby amended as follows:

The amount of the following exemptions with respect to the credit from local taxation on taxable property is fixed as follows:

- (a) Veterans as defined in Section 44-3-4 of the General Laws of Rhode Island and the un-remarried widow or widower of such veterans at a credit of one hundred and fifty eight dollars and seventy six cents (\$158.76).
- (b) Blind persons as defined in Section 44-3-12 of the General Laws of Rhode Island at a credit of four hundred and seventy six dollars and twenty eight cents (\$476.28).
- (c) Veterans who are totally disabled as defined in Section 44-3-4, of the General Laws of Rhode Island at three hundred and ninety six dollars and ninety cents (\$396.90).
- (d) Gold Star Parents as defined in Section 44-3-5 of the General Laws of Rhode Island at two hundred and thirty eight dollars and fourteen cents (\$238.14).
- (e) Elderly as defined in Chapter 2, Article I, Section 2-11 entitled "Tax exemption for the elderly" of the Code of Ordinances is at four hundred and thirty eight dollars and ninety six cents (\$438.96).

**SECTION 2.** This Ordinance shall take effect on the eleventh consecutive day following its passage by the City Council, as provided in Chapter III, Section 9 of the Woonsocket Home Rule Charter and all ordinances or parts of ordinances inconsistent herewith are hereby repealed.

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Daniel M. Gendron, City Council President  
By request of the Administration

IN CITY COUNCIL May 20, 2019 - Read by title and tabled unanimously. .





May 20, A.D. 2019

Ordinance  
Chapter

IN AMENDMENT OF CHAPTER 7345 OF THE ORDINANCES  
OF THE CITY OF WOONSOCKET ENTITLED "SALARIES OF  
CITY OFFICERS OF THE CITY OF WOONSOCKET"

IT IS ORDAINED BY THE CITY COUNCIL OF THE  
CITY OF WOONSOCKET AS FOLLOWS:

**SECTION 1.** Chapter 7345 of the Ordinances of the City of Woonsocket is hereby amended to affect the annual salary of each of the following-named positions:

POSITION	FY20 Salaries
Mayor	\$87,000
Director of Public Works	\$115,000
Director of Planning & Development	\$89,122
Director of Finance	\$100,227
Director of Human Services	\$72,522
Director of Public Safety	\$11,000
City Solicitor	\$122,055
Police Chief	\$95,000
Fire Chief	\$95,000
City Clerk	\$71,100
Manager, Board of Canvassers	\$48,500
Library Director	\$60,240
Assistant Library Director	\$56,000
Construction Superintendent (6 mos)	\$37,500
City Treasurer	\$1,275/wk
Purchasing Agent	\$45,000
Accounting & Compliance Administrator (40 hrs)	\$886.43/wk
City Planner (40 hrs)	\$1,095.33/wk-\$1,187.26/wk
Veterans & Constituent Liaison	\$65,000
Part-time City Solicitor	\$40,000
Legal Assistant	\$1,071/wk
Administrative Coordinator/Research Analyst	\$951.51/wk
Collection Specialist	\$865.20/wk
Probate Judge	\$3,500
Municipal Court Judge	\$7,800
Municipal Court Judge-Alternate	\$2,500
Tax Assessment Board Member	\$350
Planning Board Member	\$620
Zoning Board Chairperson	\$55/meeting
Zoning Board Member	\$45/meeting
Zoning Board Member-Alternate	\$30/meeting

Said annual salaries to be effective as of July 1, 2019.

**SECTION 2.** This Ordinance shall take effect on the eleventh consecutive day following its passage by the City Council as provided in Chapter III, Section 9 of the Woonsocket Home Rule Charter and all Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.

Daniel M. Gendron, City Council President  
By request of the Administration

City of Woonsocket  
Rhode Island



May 20, A.D. 2019

Ordinance

Chapter

**IN AMENDMENT OF CHAPTER 7288 OF THE ORDINANCES  
OF THE CITY OF WOONSOCKET ENTITLED  
"PERSONNEL ORDINANCE" AS AMENDED PERTAINING  
TO NON-UNION CLASSIFIED MUNICIPAL EMPLOYEES**

**IT IS ORDAINED BY THE CITY COUNCIL OF THE  
CITY OF WOONSOCKET AS FOLLOWS:**

**SECTION 1.** Section 5, entitled "Classification Plan", Subsections 5.2 and 5.3, Section 15, Subsection 15.1, and Appendix A of Chapter 1865 entitled "Personnel Ordinance" as amended is hereby further amended by incorporating the Class Pay Grades and Basic Work Week, and Pay Plan with salaries for the respective Class Pay Grades, as set forth in Exhibit "A".

**SECTION 2.** This Ordinance shall take effect on the eleventh consecutive day following its passage by the City Council, as provided in Chapter III, Section 9 of the Woonsocket Home Rule Charter and all ordinances or parts of ordinances inconsistent herewith are hereby repealed.

---

Daniel M. Gendron, City Council President  
By request of the Administration

IN CITY COUNCIL May 20, 2019 - Read by title and tabled unanimously.

EXHIBIT A

AS OF 07/01/2019

DIVISION HEADS, SUPERINTENDENTS, PROFESSIONAL, ADMINISTRATIVE, CLERICAL, FISCAL & INSPECTION GROUP

STEP 1	STEP 2	STEP 3	STEP 4	GRADE	TITLE	HOURS
			523.85	N1	PLUMBING / MECHANICAL INSPECTOR	15 Hrs.
644.06	667.40	690.84	714.48	N2	SUPERVISORY PERSONNEL MANAGEMENT SPECIALIST (VACANT) (unfunded)	35 Hrs.
685.43	707.55	729.68	753.03	N3	PARALEGAL (VACANT) (unfunded)	35 Hrs.
<b>780.76</b>	<b>812.72</b>	<b>844.67</b>	<b>880.00</b>	N4	CITY HALL MAINTENANCE SPECIALIST	40 Hrs.
756.42	780.84	805.24	831.03	N5	EXECUTIVE ASSISTANT (PUBLIC WORKS)	37.5 Hrs.
756.42	780.84	805.24	831.03	N5	EXECUTIVE ASSISTANT (PLANNING) (VACANT) (unfunded)	37.5 Hrs.
756.42	780.84	805.24	831.03	N5	EXECUTIVE ASSISTANT (ECONOMIC DEVELOPMENT) (VACANT) (unfunded)	37.5 Hrs.
806.82	839.77	872.73	905.69	N7	LEGAL SECRETARY	37.5 Hrs.
806.82	839.77	872.73	905.69	N7A	MAYOR'S SECRETARY	37.5 Hrs.
			<b>896.51</b>	N8	PLANNING ASSISTANT	40 Hrs.
			990.38	N8B	PERSONNEL ASSISTANT	40 Hrs.
1,139.38	1,179.22	1,209.66	1,242.25	N10	PERSONNEL DIRECTOR	40 Hrs.
1,338.75	1,369.65	1,400.53	1,441.72	N11	BUILDING OFFICIAL	40 Hrs.
			1,645.67	N12	CITY ASSESSOR	40 Hrs.
1,457.08	1,492.14	1,516.07	1,546.65	N13	DIV. ENGINEER/DEP. DIRECTOR OF PUBLIC WORKS (VACANT) (unfunded)	40 Hrs.
1,455.00	1,518.43	1,581.85	1,645.67	N14	DEPUTY DIRECTOR OF FINANCE / CONTROLLER	40 Hrs.
1,509.76	1,549.18	1,589.75	1,631.57	N15	WATER DIVISION & OUTSIDE CREW SUPERINTENDENT	40 Hrs.
1,765.39	1,798.07	1,830.75	1,863.46	N16	CITY ENGINEER	40 Hrs.

THIS GROUP RECEIVES MOST LOCAL 3851 BENEFITS SEE ORDINANCE EFFECTIVE APRIL 30, 2010 (10 O 19)

City of Woonsocket  
Rhode Island



May 20, A.D. 2019

Ordinance

CHAPTER

ESTABLISHING THE MAXIMUM NUMBER OF EMPLOYEES IN EACH OFFICE, DEPARTMENT OR AGENCY OF THE CITY OF WOONSOCKET FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020, IN ACCORDANCE WITH CHAPTER IX OF THE CITY OF WOONSOCKET HOME RULE CHARTER

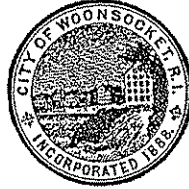
IT IS ORDAINED BY THE CITY COUNCIL OF THE CITY OF WOONSOCKET AS FOLLOWS:

- SECTION 1.** The maximum number of employees in each office, department or agency in this City, for the fiscal year beginning July 1, 2019 and ending June 30, 2020, shall be the respective numbers as set forth in Section III, pages 29-112 inclusive, Section V, page 128-129, Section VII, page 139, Section IX, page 150, inclusive in that certain document entitled "Proposed Municipal Budget Plan, 2019-2020 Fiscal Year, Lisa Baldelli-Hunt, Mayor, City of Woonsocket, Rhode Island" and the respective numbers as set forth in that certain document entitled "Lisa Baldelli-Hunt, Mayor, Woonsocket Education Department, School Year Budget", reference being hereby made to said public document for a detailed listing of the maximum number of employees.
- SECTION 2.** This Ordinance is acted upon in accordance with the provisions contained in Chapter IX, Section 3, paragraph (d) of the City of Woonsocket Home Rule Charter.
- SECTION 3.** This Ordinance shall take effect on the eleventh consecutive day following its passage by the City Council as provided in Chapter III, Section 9 of the Woonsocket Home Rule Charter and all ordinances or parts of ordinances inconsistent herewith are hereby repealed.

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Daniel M. Gendron, City Council President  
By request of the Administration

City of Woonsocket  
Rhode Island



June 3, A.D. 2019

Ordinance  
Chapter

**TRANSFERRING FUNDS**

**IT IS ORDAINED BY THE CITY COUNCIL OF THE  
CITY OF WOONSOCKET AS FOLLOWS:**

**SECTION 1.** That the following funds be transferred from and to the following accounts:

<b>FY19</b>	<b>DIVISION</b>	<b>ACCOUNT NO.</b>	<b>APPROPRIATION</b>	<b>OBJECT ITEM</b>	<b>AMOUNT</b>
<b>FROM:</b>					
	Library Legislative Department	1010-01751-51121	Temporary Services	Temporary Clerical	\$7,500
<b>TO:</b>					
	Library Legislative Department	1010-01753-53345	Operating Supplies	Books for Library	\$7,500

**REASON FOR REQUEST:**

Per request of the Library Board of Trustees

**SECTION 2.** This Ordinance shall take effect immediately when signed by the Mayor following its passage by the City Council as provided in Chapter III, Section 5 of the Woonsocket Home Rule Charter and all Ordinances or parts of Ordinances inconsistent herewith are hereby repealed. --

\_\_\_\_\_  
Daniel M. Gendron, City Council President  
Per Request of Administration

City of Woonsocket  
Rhode Island  
FINANCE DEPT.

Request for TRANSFER OF FUNDS

DATE: May 14, 2019

FROM: Library

TO: Finance

SUBJECT: Transfer in FY2019 Budget

It is requested that the following transfers between appropriation items in the following Division or Divisions of the LIBRARY Department be authorized.

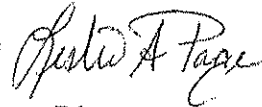
PLEASE MAKE THE FOLLOWING BUDGET ADJUSTMENTS

	Division	Acct. No.	Appropriation	Object Item	Amount
From	Library	1-010-01751-51121	Temporary Service Wages	Clerical	\$7,500.00
To	Library	1-010-01753-53345	Operating Supplies	Books for Library	\$7,500.00

Please state reason for request:

Per vote of the Board of Trustees on May 8, 2019.

Signature



Title Library Director

Approved

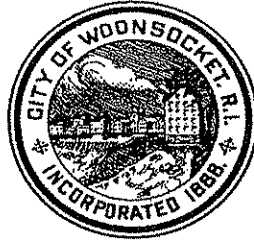
This is a Budget Accounting Problem  
Treat as Adjustment of Object Account

Submit for Council Action

Disapproved

Treat as Transfer on Authority from Finance Director

CITY OF WOONSOCKET  
RHODE ISLAND



RESOLUTION

June 3, A.D. 2019

**GRANTING PERMISSION TO USE CITY PROPERTY**

**WHEREAS,** Maly Sanethavong & Katie Beauregard wish to utilize certain property of the City, to wit, River's Edge on Saturday, August 3<sup>rd</sup>, 2019 from 9:00 A.M. to 5:00 P.M. (with set-up time on Friday, August 2<sup>nd</sup>), for the purpose of holding their Annual Southeast Asian Water Festival.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL  
OF THE CITY OF WOONSOCKET, RHODE ISLAND, AS FOLLOWS:**

**SECTION 1.** Maly Sanethavong & Katie Beauregard are hereby permitted to utilize River's Edge on Saturday, August 3<sup>rd</sup>, 2019 from 9:00 A.M. to 5:00 P.M. (with set-up time on Friday, August 2<sup>nd</sup>), for the purpose of holding their Annual Southeast Asian Water Festival.

**SECTION 2.** This resolution shall take effect upon its passage by the City Council and is subject to any conditions that the Public Safety Department may impose and payment of all associated costs as determined by the Director of Public Works. Applicant will obtain a permit from the Recreation Director upon payment of fees.

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Daniel M. Gendron, City Council President

# CITY OF WOONSOCKET RENTAL OF CITY PARK FORM

## Available Parks and Ammenties Include:

Park List : River Island, River's Edge, Bemon Park, Globe, Cass, Dunn, Cold Spring, Dionne and Costa  
 Restrooms: River Island, River's Edge, Dionne & Bemon. Portables @ Dunn, Cass & Cold Spring during Spring & Summer  
 Concession Stand: River Island & River's Edge.  
 Power: River Island, River's Edge, Dunn Park, Costa, Cold Spring  
 Stages/Gazebo: River Island & Cold Spring

Park Choice: River's Edge

Date of event: 8/3/2019

Rain date: 8/4/2019

Hours of event: 9-5pm  
(Actual advertised time of event)

1 day before event date  
(Arrival to set up time)

Description of event: Southeast Asian Water Festival (Dragon Boat Race, Art, Culture, Music, Food)

Expected attendance: # 800-1000 **\*\* VIP \*\*** No Stakes to be driven into the grounds!! Barrells + sand bags ok

**Fee Schedule:**

	<u>Mon - Sat</u>	<u>Sunday</u>		
Small Tent	\$175	\$225		
Large Tent	\$1,100	\$1,500		
Event Attendants	\$30/hr	\$38/hr	✓	*
Picnic Tables	\$33 each	\$45 each		
Folding Tables	\$10 each	\$13 each		***
Chairs	\$1 each	\$1.33 each		***
Concession Stand	\$50	\$75		
Power	\$25 per location	\$25 per location		
**Admin. Fees	\$35	\$35	<b>\$35</b>	<b>NON-REFUNDABLE</b>
		Total for Event		

Special Events/Alcohol

yes.


Applicant/ Contact Person Name: Maly Sanethavong & Katie Beauregard

Address: 556 Harris Ave, Woonsocket RI 02895

Email Address: malySanethavong@gmail.com

Phone #: 401-309-5490  
Home/Office Cell

Applicant Signature:  Date: 5/7/19

Parks Director:  Date: 5/7/19

Call for Availability 767-9287

payment type

\* Attendent(s) required for events with food of 50p or more for a minimum of 4 hrs towards end of event.  
 \*\*Administration fee due at time of application. Balance is due one week prior to event.  
 \*\*\*Events with table/chair rental, and/or access to facilities or power, require an attendant for the duration of the event, plus time for setup and break down  
 \*\*\*\* Please allow up to 14 days to process your request.



Maly Sanethavong  
Katie Beauregard  
RI Phoenix Dragon Boat Club  
Woonsocket, RI 02895

City of Woonsocket Rental of City Park  
Liz Kerrigan  
1117 River St  
Woonsocket, RI 02895

Dear Sir or Madam,

I am writing to request a permission to utilize, River's Edge Park on August 3, 2019 and August 4, 2019 as a rain date, for the Southeast Asian Water Festival. It is an event dedicated to the preservation, protection and sharing of cultural heritage of the Southeast Asian Americans. Every year people come to Woonsocket to become encapsulated in the Southeast Asian culture and enjoy the many rich experiences it brings. They come for the blessing, food, music, crafts, vendors, performances and of course the dragon boat races. Our goal is to utilize our platform as a nonprofit club to bring awareness of the Southeast Asian heritage for existing and upcoming generation. I would be grateful to receive your permission to have the city of Woonsocket, RI help continue our mission to spread the Southeast Asian culture to the rest of the world.

- Permission granted
- Permission granted with the following restrictions:
- Permission denied

Signature:

Title:

Date:

**City of Woonsocket  
Rhode Island**



June 3, A.D. 2019

**RESOLUTION**

**AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR  
SOLID WASTE AND RECYCLING SERVICES  
WITH THE RHODE ISLAND RESOURCE RECOVERY CORPORATION**

**WHEREAS**, the Department of Public Works is requesting the City Council to authorize the Mayor to execute an agreement for Solid Waste and Recycling Services with the Rhode Island Resource Recovery Corporation (RIRRC); and

**WHEREAS**, the three (3) year agreement, to commence on July 1, 2019, will provide for:

- Provide the City a location to properly and safely disposal of:
  - Solid Waste
  - Recyclables
  - Yard Waste
  - Mattresses
- Early payment discount
- The City will be eligible to obtain compost for free
- The City will be eligible for recycling incentives; and

**WHEREAS**, the subsidized municipal disposal fee is \$47.00 per ton. If the agreement is not signed, then the disposal cost to the City will increase to \$80.00 per ton. See attached copy of the RIRRC Municipal Contract; and

**WHEREAS**, State statute gives RIRRC control over waste generated within the State of Rhode Island. RIRRC requires municipal waste to be transported and disposed of through the corporations designated facilities.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL  
OF THE CITY OF WOONSOCKET, RHODE ISLAND, AS FOLLOWS:**

**Section 1.** The Mayor of the City of Woonsocket is hereby authorized to enter into a contract for Solid Waste and Recycling Services with the Rhode Island Resource Recovery Corporation.

**Section 2.** This Resolution shall take effect immediately upon its passage by the City Council.

---

Daniel Gendron, City Council President  
By request of the administration

**SOLID WASTE AND RECYCLING SERVICES AGREEMENT**

Between the

**RHODE ISLAND RESOURCE RECOVERY CORPORATION**

And the

**MUNICIPALITY**

This solid waste and recycling services agreement (Agreement) is made and entered into by and jointly between The Rhode Island Resource Recovery Corporation, ("The Corporation" or "Corporation") a quasi-public corporation organized under the laws of the State of Rhode Island, and the \_\_\_\_\_, (hereinafter "Municipality"), a municipal corporation organized and existing under the laws of the State of Rhode Island, with a business address at \_\_\_\_\_, Rhode Island. In consideration of the mutual covenants, promises and payments set forth herein, The Corporation and Municipality do hereby agree as follows:

1. **TERM.** The term of this Agreement shall commence on the date of municipal execution and end on June 30, 2021, unless sooner terminated or extended as provided herein.
2. **DISPOSAL OF SOLID WASTE.** For the term of this agreement and pursuant to Rhode Island General Law ("RIGL") Chapters 23-18.9-1 et seq. and 23-19-3, Municipality agrees to deliver for disposal to the Corporation's landfill in Johnston, R.I. (hereinafter "Landfill" or "Central Landfill"), one hundred percent (100%) of its Municipal Solid Waste as defined in RIGL §23-19-5(5) for which Municipality has undertaken the collection, transfer or disposal, (hereinafter "MSW"), and the Corporation agrees to accept and dispose of one hundred percent (100%) of Municipality's MSW.

Municipality shall be deemed to have undertaken the collection, transfer or disposal of that MSW for which it:

- a. Provides any of these aforementioned services through a contract or license, or by municipal employees, or
- b. Pays for any of these aforementioned services with municipal funds, enterprise funds or the like, or
- c. Assigns, subject to the Corporation's approval, all or part of its municipal waste cap for disposal at the Landfill to a third party in accordance with RIGL 23-19-13(g)(3) and 23-18.9-1(b)(3).

This Agreement shall not apply to the disposal of any other type of solid waste, including, but not limited to: 1) solid waste generated by residents of a municipality in the course of their employment; 2) solid waste generated by any manufacturing or commercial enterprise or, 3) solid waste for which Municipality has not undertaken the collection, transfer or disposal, as set forth above except where Municipality has implemented a commercial recycling program for which it has assumed responsibility for collection, either directly by municipal employees or through a contract or license.

3. **COMPLIANCE WITH LAWS.** Municipality agrees to use its best efforts to ensure that it, its agents and contractors, and all MSW, Mixed Recyclables, as defined herein below, and other materials delivered to the Corporation's facilities by Municipality, its agents and contractors will comply with all state and federal laws and R.I. Department of Environmental Management, U.S. Environmental Protection Agency, and Corporation rules, regulations, and policies including any facility site regulations and policies. Municipality, and its agents, contractors and employees, shall abide by all Corporation work rules, practices and procedures. While they are present on Corporation property, Municipality, and its agents, contractors and employees, shall act in a safe, efficient and workmanlike fashion. The failure or refusal of Municipality, or any agent, contractor or employee of Municipality to go, act, or follow instructions of a Corporation official, operating manager or other responsible person of the Corporation or its Agents are grounds for the ejection of such person from Corporation property, and the removal of Municipality's, or any agents, vehicle, whether or not it has been off-loaded. The Corporation's "On-Site Safety Policy" is attached and incorporated herein by reference (Attachment 1).

4. **FEES FOR THE DISPOSAL OF MSW.** For the duration of the term of this Agreement, Municipality agrees to pay the Corporation the municipal disposal fee in accordance with the Rule "Municipal Solid Waste Disposal Fee Pricing Structure and Procedure", as adopted by the RIRRC Board of Commissioners January 27, 2016, for the disposal of all its MSW up to its annual MSW Cap. The municipal disposal fee will be \$47.00 per ton in Fiscal Year 2020 (the one-year period from July 1, 2019 through June 30, 2020) and \$47.00 per ton in Fiscal Year 2021 (the one-year period from July 1, 2020 through June 30, 2021), as approved by the RIRRC Board of Commissioners on November 28, 2018.

"Municipal Solid Waste Cap (MSW Cap)" means the MSW tonnage established by the Corporation for each municipality to dispose of at the municipal disposal fee. The MSW Cap is calculated in accordance with the Rule "Rhode Island Resource Recovery Corporation Municipal Cap Calculation Procedure," (Attachment 2). The MSW Cap shall be adjusted each year according to the procedures outlined in Attachment 2. The Corporation shall notify municipalities of the new MSW Caps no later than April 1.

During the term of this Agreement, Municipality agrees to pay the Corporation \$80/ton for disposal of all MSW in excess of its annual MSW Cap.

There shall be a minimum charge of one (1) ton for any load of MSW.

5. **BILLING AND PAYMENT.** The Corporation shall bill Municipality monthly for the services rendered and Municipality agrees to pay all sums due within thirty (30) days of invoice date.

6. **EARLY PAYMENT DISCOUNT.** Upon receipt of full payment of an invoice within 20 days of the invoice date which brings the Municipality's outstanding balance to zero, Municipality shall receive a one-and-one-half percent (1.5%) discount from the invoice's amount. Municipality's eligibility expires monthly and is renewed monthly with the issuance of each month's invoice.

7. **MUNICIPAL RECYCLING AND DIVERSION PLANS.** Pursuant to RIGL § 23-19-13(e)(3), the municipality's Recycling and Diversion Plan dated \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ serves as an addendum to this contract. It includes a residential and municipal waste stream evaluation and a description of the process by which thirty-five percent (35%) of its solid waste will be recycled and fifty percent (50%) of its solid waste will be diverted from landfilling. The Municipality is responsible

for implementing the plan and reporting on the results. Reporting will be accomplished through completion of the Corporation's 2019 and 2020 annual data surveys. An updated municipal recycling and diversion plan for the 2021 and 2022 time frame will be provided to the Corporation prior to February 1, 2021.

8. **DELIVERY OF RECYCLABLES FOR PROCESSING.** Municipality agrees to deliver to the Corporation's Materials Recycling Facility (hereinafter "MRF") at 33 Shun Pike in Johnston one hundred percent (100%) of the Mixed Recyclables, as defined herein below, which are collected within its borders under its municipal recycling program, unless specifically allowed to deliver Mixed Recyclables, as defined herein below, elsewhere. Municipality must request in writing permission from the Executive Director to direct mixed recyclables to an alternate recycler via a variance request, due to the Corporation by June 1 for the following fiscal year. Requests will be considered on a two year basis that coincides with the term of this agreement.

The Corporation agrees to process and market one hundred percent (100%) of said Mixed Recyclables that are delivered to the Corporation and meet the criteria outlined in the Corporation's "Materials Acceptance Criteria", attached and incorporated herein by reference (Attachment 3) for as long as such markets exist and it is economically beneficial to do so. For purposes of this Agreement, "Mixed Recyclables" generally includes materials defined as recyclable by the Materials Acceptance Criteria and generated by a household during the normal course of the day which are then placed in a recycling container set out for collection or are delivered to a recycling drop off. Municipality agrees to deliver these Mixed Recyclables regardless of whether these Mixed Recyclables are collected in a curbside program or through a drop-off program. Additional materials may be allowed in the program from time-to-time, and would therefore be subject to the terms of this Agreement. Mixed Recyclables properly delivered to the Corporation in accordance with its policies shall not incur a tip fee, pursuant to RIGL §23-19-31.

9. **TRANSFER OF MATERIALS.** Municipality must apply to the Corporation in writing for permission to use a transfer station to transfer Mixed Recyclables or MSW from a curbside collection vehicle to a trailer truck for transport to Corporation facilities. These materials can be transferred only if the Corporation grants permission in writing to do so and all transfers must comply with the Corporation's Municipal Transfer Policy (Attachment 4).

10. **DISPOSAL FEES FOR OTHER MATERIALS.** Municipality agrees to pay the Corporation, any appropriate fees for materials delivered as set forth in the attached Fee Schedule and incorporated herein by reference (Attachment 5). Municipality agrees to only deliver materials that the Corporation accepts as outlined in Attachment 3 (Materials Acceptance Criteria). Municipality is encouraged to find alternate disposal or recycling options for other materials that can be diverted from the Central Landfill, including appliances (white goods), batteries, construction & demolition debris (C&D), leaf & yard waste, scrap metal, unrecoverable (non-recyclable) mattresses, tires and wood pallets, but excluding Mixed Recyclables as defined in Section 8.

- a) **Leaf & yard waste.** For the term of this agreement and pursuant to RIGL 23-19-3(17), Municipality agrees to pay the Corporation a fee of \$0.00 per ton for leaf and yard waste up to its annual leaf and yard waste Cap. "L&YW Cap" shall mean the leaf and yard waste tonnage established by the Corporation for each municipality. The leaf and yard waste Cap is calculated by multiplying the municipal population (as determined by the State of Rhode Island Statewide Planning Population Projections) by 0.025 tons. L&YW Caps shall be adjusted annually and disseminated with the MSW Cap, in accordance with the "Rhode Island Resource Recovery Corporation Municipal Cap Calculation Procedure," (Attachment 2). The new L&YW Cap shall

be distributed to Municipality no later than April 1. Municipality agrees to pay the Corporation the fee in accordance with RIGL 23-19-3, currently set at \$25.00 per ton, for the acceptance of all leaf and yard waste in excess of its annual L&YW cap. The over the cap fee is established by State law and subject to change.

Municipalities shall have the opportunity to request leaf and yard waste cap from each other to hedge against overages. The Municipal Leaf and Yard Waste Debris Cap Sharing Policy and Form are attached to this Agreement as Attachment 6, attached and incorporated herein by reference.

- b) **Construction and Demolition Debris (C&D).** Acceptable Municipal C&D is only that material as defined by RI Department of Environmental Management Solid Waste Regulation 1.3. Municipal C&D tonnage is considered MSW and will be applied against the Municipality's annual MSW Cap as defined in Section 4 and charged accordingly. It is recommended that municipalities attempt to find alternate outlets for C&D.
- c) **Rejected Loads.** There will be an Equipment Use/MRF Rejected Load Handling Charge assessed for any load of municipal recyclables that are rejected by the MRF, requiring reloading into a RIRRC vehicle for transfer to the landfill. The tonnage associated with the rejected load will be charged to the Municipality at its MSW rate and applied to the Municipality's MSW Cap.

**MRF Load Inspection and Rejection Procedure:**

The minimum quality standards have been established for Mixed Recycling and are defined in Attachment 3, Materials Acceptance Criteria. The rejection of a load by the MRF inspector is binding on all parties. The Corporation will notify the Municipality electronically (e-mail) of any rejected loads, generally within 24 hours after the close of business on the day of the rejected load. Load rejection notification will normally be in the form of a report identifying the material quality issue and include photographs of the contamination. Continued failure of a customer to meet the minimum quality standards could result in a determination that this agreement has been breached. Municipality shall have the right to appeal the termination of the Agreement, and the appeal shall be heard by the Corporation's Board of Commissioners.

**11. COMPOST FOR CONTRACT MUNICIPALITIES.** The Corporation will, from time to time, make finished compost available free of charge, subject to the provisions of Attachment 7, attached and incorporated herein by reference, to those municipalities with current and fully effective Agreements who have also delivered leaf and yard waste to the Corporation during the current fiscal year. When finished compost is available for free distribution to the aforementioned municipalities, the Corporation will provide notice and the municipalities will be allowed to request free compost for their use, as outlined in the Compost Distribution Policy, Attachment 7.

**12. RECYCLING INCENTIVES.** To be eligible to participate in the recycling incentive program, municipalities must have a current, fully executed Agreement with the Corporation. The incentive program shall include:

- a) When the Board of Commissioners authorizes, a MRF profit share shall be offered to eligible municipalities. MRF profit share will be based on a consistent measure of profit from the MRF operation and shared 50-50 between RIRRC and the municipalities as a group. The municipal share shall be distributed to those municipalities with executed Agreements based on the per ton pro rata share of municipal recyclables delivered to the MRF. The MRF profit will be calculated as the revenue derived from the sale of all MRF commodities less: all direct operating

expenses from the MRF, capital depreciation associated with the MRF, disposal of process residue from the MRF, program grants and funding provided to municipalities, and a share of RIRRC administrative overhead. Municipality must use the recycling profit shares to further enhance and expand the municipal recycling and diversion program. Please use "Recycling Profit Share Annual Reporting Form" (Attachment 8) to record and report to the Corporation the use or intended use of the prior year's profit share. The annual reporting form is due to the Corporation by August 1 of each year.

Condition - The Corporation will offset any and all profit share funds from any amounts due to the Corporation from the Municipality with a receivable greater than 60 days on the Corporation's monthly Account Receivable Aged Balance Report.

- b) When the Board of Commissioners authorizes, a competitive waste reduction and recycling enhancement grant program will provide funding for RIRRC approved municipal proposals as outlined in the "Municipal Grant Policy," Attachment 9, attached and incorporated herein by reference. Grant awards must be used solely for the purpose for which they were approved. Grants are not transferable, either year to year or entity to entity.
- c) A twenty five percent (25%) discount shall be applied to the Corporation's wholesale price for standard curbside recycling bins.
- d) A "Fiscal Year-End Tip Fee Rebate (Rebate)" is defined as a fixed per ton refund for MSW disposed, in accordance with paragraph 2 of this Agreement, at the Corporation's facilities during FY20 and FY21. This Rebate is offered to those municipalities that qualify based on the following recyclable percentages for FY20 as defined in section 4. These percentages are to be increased by 1% in FY 21.
  - i) Zero dollar Rebate: Applies to any municipality that delivers Mixed Recyclables between zero percent (0%) and twenty-four and ninety-nine hundredths percent (24.99%) of its solid waste at the MRF.
  - ii) One Dollar (\$1.00) Rebate: Applies to any municipality that delivers Mixed Recyclables between twenty-five percent (25%) and twenty-nine and ninety-nine hundredths percent (29.99%) of its solid waste at the MRF.
  - iii) Two Dollars (\$2.00) Rebate: For any municipality that delivers Mixed Recyclables between thirty percent (30%) and thirty-four and ninety-nine hundredths percent (34.99%) of its solid waste at the MRF.
  - iv) Three Dollars (\$3.00) Rebate: For any municipality that delivers Mixed Recyclables greater than thirty-five percent (35%) or more of its solid waste at the MRF.

The Corporation shall issue a Rebate not later than September 1, 2020 and 2021 to those Municipalities qualifying for a year-end tipping fee adjustment according to the municipality's actual recorded tonnage delivered to the MRF and in accordance with the provisions of the Municipality's current Agreement with the Corporation. The Corporation will stop supporting the tip fee rebate program in FY 22.

**13. INFORMATION.** If Municipality engages the services of a private company or contractor to collect and/or transport MSW or Mixed Recyclables, then a copy of this Agreement shall be included in any request for bids and incorporated as a part of any agreement between Municipality and the private party/contractor and the agreement between Municipality and the private party/contractor shall expressly require the private party/contractor to abide by the terms of this Agreement.

**14. TERMINATIONS AND REMEDIES.**

a) **TERMINATIONS.** The Corporation has the absolute right in its sole discretion to terminate this Agreement if the Corporation determines that Municipality is not abiding by the terms of this Agreement or is otherwise not acting in conformance with Rhode Island laws and/or State regulations. Municipality shall have the right to appeal any termination of the Agreement, and the appeal shall be heard by the Corporation's Board of Commissioners.

b) **REMEDIES.** Failure of Municipality or the Corporation to perform the obligations hereunder shall constitute a breach of contract. Ten business days after providing the other party with notice of a breach of contract, a party may take any or all of the following steps:

i) Commence an action for damages and for injunctive relief;

ii) Pursue any other remedies available to it by law; and/or

Any delay or failure in the performance by either party hereunder shall be excused to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, "Force Majeure" shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, and other like events that are beyond the reasonable anticipation and control of the party affected thereby, despite such party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to the party's failure to perform its obligations under this Agreement.

**15. UNACCEPTABLE MATERIALS.** Neither MSW nor Mixed Recyclables delivered pursuant to this Agreement may contain any waste generated or collected outside the State of Rhode Island, hazardous waste, as defined in Subsection 23-19.1-4 (4) (i) of the Rhode Island General Laws or any other waste which U.S. Environmental Protection Agency, R.I. Department of Environmental Management or Corporation statutes or regulations prohibit for acceptance at the Resource Recovery facilities.

**16. LICENSE RESTRICTIONS AND REQUIREMENTS.** Municipality agrees to be bound by any additional requirements and/or restrictions, which may be imposed by the Environmental Protection Agency, the RI Department of Environmental Management, or any other local agency, as a requirement of its operating license(s) or by a change in the regulations.

**17. HOURS OF OPERATION.** The normal hours for receiving materials at the facility are Monday through Friday from 6:00 a.m. to 3:45 p.m., and Saturday 6:00 a.m. to 12:00 p.m., (except following a state holiday, whereby the Landfill will remain open until 1:00 p.m. on Saturday). The Corporation may change these hours upon reasonable notice to Municipality. Municipalities may request an extension of the normal hours of operation due to extreme or unforeseen events, such as natural disasters. The



Corporation has sole discretion to grant such requests. Should the Governor of the State of Rhode Island declare an official state of emergency resulting in road closures leading to the Corporation facilities, the Corporation shall comply with the executive order immediately. In such cases, reasonable notice of facility closure or a change in operating hours may not be able to be provided.

18. **GENERAL RELEASE.** Municipality, or its employees, agents, subcontractors or assigns (hereinafter referred to as "Releasers"), in consideration of travelling on the property of the Rhode Island Resource Recovery Corporation do hereby release, and forever quitclaim unto the said Corporation all manner of actions, claims and demands arising out of any assistance that the Corporation may give to the Releasers in pushing, towing, loading or cleaning any vehicles owned, rented, subcontracted or otherwise utilized to transport Releasers materials that may be stopped from progressing for any reason whatsoever.
19. **ASSIGNMENTS.** Municipality may not assign, transfer, broker or otherwise vest in any other municipality, entity or person, any of its rights or obligations under this Agreement. Corporation may sell or assign any of its rights or obligations under this Agreement to any other entity, provided that Corporation shall provide written notice of same to Municipality within fifteen (15) days of the assignment provided, however, that assignee agrees to undertake the obligations herein.
20. **GOVERNING LAW.** This Agreement shall be deemed to be a contract entered into and made pursuant to the laws of the State of Rhode Island and shall in all respects be governed, construed, applied and enforced in accordance with the laws of said state.
21. **ENTIRE AGREEMENT.** This Agreement and incorporated attachments represents the entire understanding reached between the parties hereto with respect to Municipality's use of the Corporation's Facilities, and shall supersede or replace any prior understandings or agreements, whether or not in writing. Any modifications hereof shall be in writing and shall be signed by appropriate authorized representatives of Municipality and Corporation.
22. **SEVERABILITY.** If any provision of this Agreement is declared invalid by any tribunal, the remaining provisions of the Agreement shall not be affected thereby.
23. **ATTACHMENTS.**
  - (1) On-Site Safety Policy
  - (2) Rhode Island Resource Recovery Municipal Cap Calculation Procedure
  - (3) Materials Acceptance Criteria
  - (4) Municipal Transfer Policy & Form
  - (5) Fee Schedule
  - (6) Municipal Leaf and Yard Debris Cap Sharing Policy & Form
  - (7) Compost Distribution Policy
  - (8) Recycling Profit Share Reporting Form
  - (9) Municipal Grant Policy

During the term of this Agreement, the Corporation will provide 30 days notice to the municipality prior to adopting any revisions to pertinent attachments, excepting the Fee Schedule which shall remain in effect without revision for the term of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

**FOR THE RHODE ISLAND RESOURCE RECOVERY CORPORATION:**

BY: \_\_\_\_\_  
Joseph Reposa, Executive Director

Dated: \_\_\_\_\_

BY: \_\_\_\_\_  
Dean Huff, Chief Financial Officer

Dated: \_\_\_\_\_

**FOR THE MUNICIPALITY:**

BY: \_\_\_\_\_  
(SIGNATURE)

Dated: \_\_\_\_\_

\_\_\_\_\_  
(NAME PRINTED OR TYPED)

Title: \_\_\_\_\_

The execution of this Agreement has been properly authorized by the governing body of the Municipality and is executed by the properly authorized official.

\_\_\_\_\_  
(SIGNATURE)

Dated: \_\_\_\_\_

\_\_\_\_\_  
(NAME PRINTED OR TYPED)  
Solicitor for the MUNICIPALITY

**City of Woonsocket  
Rhode Island**



June 3, A.D. 2019

**RESOLUTION**

**AUTHORIZING THE MAYOR TO EXECUTE  
A LEAF AND YARD WASTE AGREEMENT WITH  
THE TOWN OF BLACKSTONE, MA**

**WHEREAS,** the Department of Public Works is requesting the City Council to authorize the Mayor to execute a leaf and yard waste agreement with the Town of Blackstone; and

**WHEREAS,** the two (2) year agreement, to commence on July 1, 2019, will provide for:

During the term, the Town of Blackstone will accept for composting the leaf and yard waste brought to the Facility by motor vehicles bearing a current sticker issued pursuant to the provisions of the agreement

And

The City of Woonsocket can have unlimited access to the Facility to deposit the leaf and yard waste; and

**WHEREAS,** the fee is \$58,064.00 for the term of the agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL  
OF THE CITY OF WOONSOCKET, RHODE ISLAND, AS FOLLOWS:**

**Section 1.** The Mayor of the City of Woonsocket is hereby authorized to enter into a contract for leaf and yard waste disposal with the Town of Blackstone, MA.

**Section 2.** This Resolution shall take effect immediately upon its passage by the City Council

---

Daniel Gendron, City Council President  
By request of the administration

**CITY OF WOONSOCKET, RHODE ISLAND  
TOWN OF BLACKSTONE, MASSACHUSETTS**

**LEAF AND YARD WASTE AGREEMENT**

This **AGREEMENT** is made and entered into this 2<sup>nd</sup> day of April, 2019, by and between the **CITY OF WOONSOCKET, RHODE ISLAND**, a municipal corporation organized and existing under the laws of the State of Rhode Island (the "City of Woonsocket"), and the **TOWN OF BLACKSTONE, MASSACHUSETTS** (the "Town of Blackstone").

The laws of the State of Rhode Island, including without limitation, Rhode Island General Laws §23-18.8-1 et seq., regulate the manner in which recyclable materials must be separated and collected. The State of Rhode Island encourages municipalities to make private arrangements for the recovery and collection of recyclable materials. Pursuant to the rules and regulations promulgated by the Rhode Island Department of Environmental Management, leaf and yard waste is a recyclable material. The City of Woonsocket has determined that its residents' best interests and the best interests of the City of Woonsocket to provide a site for the recycling of leaf and yard waste composting facilities, and wishes to arrange for the recycling of its residents' leaf and yard waste outside its municipal boundaries. The Town of Blackstone has submitted a proposal to receive and process the leaf and yard waste of the City of Woonsocket, and the City of Woonsocket wishes to accept such proposal upon the terms and conditions herein set forth.

1. **Engagement.** The City of Woonsocket hereby engages the Town of Blackstone, and The Town of Blackstone agrees to receive and process, the leaf and yard waste of the City of Woonsocket, at the yard waste composting facility owned and operated by the Town of Blackstone located at 6 Mill Street, Blackstone, Massachusetts (the "Facility"), on the terms and conditions set forth in this agreement. For purposes of this agreement, "leaf and yard waste" means and includes grass clippings, leaves, twigs, brush and other organic material and excludes any hazardous waste or other solid waste.
2. **Term.** The term of this agreement shall begin on July 1, 2019, through June 30, 2021. The term of this agreement may be extended by the parties for an additional two (2) years, commencing on July 1, 2021 and terminating on June 30, 2023, unless the City of Woonsocket or the Town of Blackstone gives written notification at least thirty (30) days prior to the expiration of the current term. In addition, the term of this agreement may be terminated by either party at any time upon thirty (30) days' prior written notice to the other party.
3. **Sticker Program.** The City of Woonsocket will implement a sticker program, pursuant to which it will issue stickers each year during the term to its residents for their motor vehicles authorizing them to deposit leaf and yard waste in the Town of Blackstone at the Facility. The sticker for any particular year will bear the calendar year in which it is issued and the words "City of Woonsocket" and "Yard Waste Permit". The Town of Blackstone will report to the City of Woonsocket anyone who fails to comply with the provisions of Section 4.2.1, Section 4.3 and Section 4.4 of this agreement.

4. **Services.**

4.1 **General Services.** During the term, the Town of Blackstone will accept for composting the leaf and yard waste brought to the Facility by motor vehicles bearing a current sticker issued pursuant to the provisions of Section 3, above.

4.2 **Schedule.**

4.2.1 **Residents.** Residents of the City of Woonsocket may deposit leaf and yard waste on Wednesdays and Saturdays, from 8:00 a.m. to 2:30 p.m. during the months of April through December during the term. The Town of Blackstone, with no additional cost to the City of Woonsocket, will provide at least one Town of Blackstone employee to accept leaf and yard waste on Wednesdays and Saturdays, 8:00 a.m. to 2:30 p.m. during the months of April through December during the term.

4.2.2 **Municipal Workers and Subcontractors.**

The Town of Blackstone will provide the City of Woonsocket a key to the facility so Municipal workers of the City of Woonsocket and subcontractors of the City of Woonsocket can have unlimited access to the Facility to deposit the leaf and yard waste to the City of Woonsocket during the months of January through December during the term. The Town of Blackstone will require certificates of insurance of any subcontractors of the City of Woonsocket and reserve the right to prohibit subcontractors from depositing waste at the site for any violation of the terms of this agreement.

4.3 **Packaging.** All leaf and yard waste will be placed in brown bags made of paper or recyclable materials, or in any other manner specified from time to time approved by the Town of Blackstone. Leaf and yard waste in plastic bags or other unapproved bags, containers or receptacles may not be deposited of at the Facility.

4.4 **Acceptable Waste.** The Town of Blackstone will accept only leaf and yard waste pursuant to the terms of this agreement. Leaf and yard waste may include tree stumps equal to or less than twelve (12") in diameter and logs equal to or less than four (4) feet in length. No other waste, including without limitation, any nonorganic matter, hazardous or solid waste, will be disposed of at the Facility.

The City of Woonsocket shall screen all leaf and yard waste to determine that it is acceptable for depositing at the Blackstone facility.

5. **Fee.** As consideration in full for the services provided by the Town of Blackstone under this agreement, the City of Woonsocket will pay the Town of Blackstone the sum of \$58,064.00 payable on or before June 30<sup>th</sup> 2019 for fiscal year 2020 and \$58,064.00 payable on or before June 30, 2020 for fiscal year 2021.
6. **Compliance with Laws.** The Town of Blackstone will comply with all federal, state and local laws, ordinances, and regulations respecting the performance of its services hereunder, all as amended and in effect from time to time, are incorporated herein by this reference.

7. **Representative.** The Town of Blackstone will designate, in writing, from time to time, the name, address, and telephone number of a municipal official to serve as the contact for the City of Woonsocket for emergency or routine or normal service.
8. **Assignability.** The terms and conditions hereunder will be binding upon and inure to the benefit of the parties and their respective successors and assigns, but the Town of Blackstone may not assign its rights or delegate its duties hereunder without the prior written consent of the City of Woonsocket.
9. **Integration.** This agreement supersedes any and all prior agreements and understandings between the City of Woonsocket and the Town of Blackstone, written or oral, in connection with the subject matter hereof, and any modification or amendment hereto must be in writing signed by both parties.
10. **Applicable Law.** This agreement, and the parties' obligations hereunder, shall be interpreted and enforced in accordance with the laws of the State of Rhode Island.
11. **Severability.** If an term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected hereby unless one or both parties would be substantially or materially prejudiced.

**IN WITNESS WHEREOF**, the City of Woonsocket and the Town of Blackstone have each caused this Agreement to be executed by its duly authorized officer as of the day and year first above written.

CITY OF WOONSOCKET

TOWN OF BLACKSTONE  
BOARD OF SELECTMEN

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Daniel Keefe, Chairman

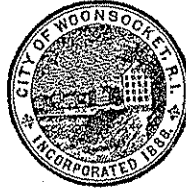
\_\_\_\_\_  
Margo Bik, Vice Chairman

\_\_\_\_\_  
Robert Dubois, Member

\_\_\_\_\_  
Gerald Rivet, Member

\_\_\_\_\_  
Taylor Greene, Member

# City of Woonsocket Rhode Island



June 3, A.D. 2019

## Resolution

### REFERRING A REQUEST FOR DESIGNATION OF A HISTORIC STRUCTURES FLOATING OVERLAY DISTRICT FOR PROPERTY AT WOONSOCKET ASSESSOR'S PLAT 6, LOT 1 [FORMER FIFTH AVENUE SCHOOL] TO THE WOONSOCKET PLANNING BOARD

- WHEREAS,** the City Council of the City of Woonsocket has indicated a desire to move forward expeditiously with the acquisition and redevelopment of the Former Fifth Avenue School by Stephen Tavernier; and
- WHEREAS,** an Ordinance Amending the Code of Ordinances of the City of Woonsocket, Rhode Island, Appendix C – Entitled “Zoning” to Create A Historic Structures Floating Overlay District dictates that request for such designation be referred to the Woonsocket Planning Board for advice and recommendation; and
- WHEREAS,** the City Council is supportive of such a designation and urges action by the Planning Board

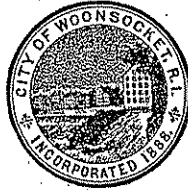
### **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOONSOCKET, RHODE ISLAND, AS FOLLOWS:**

- SECTION 1.** That the City Council of the City of Woonsocket refers the request to designate the property at Woonsocket Assessor's Plat 6, Lot 1 [65 Fifth Avenue Woonsocket, Rhode Island] as subject to the *Historic Structures Floating Overlay District* for review under the provisions of the above referenced ordinance and request immediate attention to the question.
- SECTION 2.** This Resolution shall take effect immediately upon its passage by the City Council.

---

Daniel M. Gendron  
City Council President  
By Request of the Administration

City of Woonsocket  
Rhode Island



June 3, A.D. 2019

Resolution

**AWARDING THE GENERAL REHABILITATION OF MOUNT ST. CHARLES WATER  
TANKS NO.'S 1 AND 5 AND THE RHODES AVENUE TANK AND DIAMOND HILL TANK  
TO UTILITY SERVICES CO. INC. OF PERRY, GEORGIA**

**WHEREAS**, the 440,000-gallon riveted steel Mount St. Charles (MSC) Tank No.1, the 750,000-gallon MSC Tank No. 5, the 750,000-gallon Diamond Hill Tank and the 750,000-gallon Rhodes Avenue Tank need coating rehabilitation; and

**WHEREAS**, the City has undertaken the design, received State approval and competitive bid for affecting needed repairs to these tanks; and

**WHEREAS**, three (3) separate bids were received ranging in cost from \$559,400 to \$970,000; and

**WHEREAS**, Utility Services Co., Inc. of Perry; Georgia (at a bid price of \$559,400) was found to be the lowest responsible bidder (Exhibit A).

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL  
OF THE CITY OF WOONSOCKET, RHODE ISLAND, AS FOLLOWS:**

**SECTION 1.** The Woonsocket City Council in conformity with Section 10 of Chapter VIII, "Purchasing" hereby approves award of a contract to Utility Services Co. at a contract price of \$559,400 (as shown in Exhibit A).

**SECTION 2.** This Resolution shall take effect immediately upon its passage by the City Council.

---

Daniel M. Gendron  
City Council President  
By Request of the Administration





342 Park Ave. Woonsocket, RI 02895  
 Phone: 401 762-1711  
 www.ceengineer.com

May 20, 2019

Mr. Marc Viggiani  
 Water Division Superintendent  
 Water Engineering Division  
 PO Box B  
 Woonsocket, RI 02895

Re: **City of Woonsocket, Rhode Island**  
**Rehabilitation of Mount St. Charles Tank No. 1 and No. 5**  
**Diamond Hill Tank and Rhodes Avenue Tank**  
**Bid Proposals Evaluation**  
 C&E Project No. 1821.00

Dear Mr. Viggiani:

C&E Engineering Partners Inc. (C&E) has completed an evaluation of the bid proposals received May 7, 2019 relative to the above captioned project and for which the following assessment is provided to the City of Woonsocket (City). The City received a total of three (3) bid proposals in response to the advertised bid solicitation for the project. A copy of each bid proposal was provided to C&E for review with respect to compliance with the Contract Documents and bidding requirements. C&E has completed its review and we offer the following information for the Town's consideration.

*Bidding Summary:*

- | <u>1. Bids Received</u>           | <u>Total Proposal Price</u> |
|-----------------------------------|-----------------------------|
| Utility Services Co. Inc.         | \$ 559,400.00               |
| Modern Protective Coatings, Inc.  | \$ 880,000.00               |
| Atlas Painting and Sheeting Corp. | \$ 970,000.00               |
2. One (1) addenda was issued for this project. Pre-bid meeting minutes were issued on May 3, 2019 along with Addenda No. 1.

*Review of Bid Proposals:*

C&E reviewed the bid proposals for completeness and accuracy. A bid tabulation spreadsheet was prepared which included a detailed breakdown of all bid proposals and is attached herewith as Attachment No. 1.

*Contract Price, Qualification and Experience Considerations:*

The low dollar amount bid proposal was received from Utility Services Co. Inc. (USC) of Perry, Georgia, at a total bid price of \$559,400, which is \$320,600 lower than the second lowest bid proposal received from Modern Protective Coatings, Inc. (Modern Protective Coatings) of Hudson, New Hampshire at a total bid price of \$880,000. The USC bid proposal is \$410,600 lower than the third lowest bid proposal received from Atlas Painting of Amherst, NY at a total bid price of \$970,000.

Upon review, the low dollar bid proposal from USC was determined to be in general conformance with contract bidding requirements. USC indicated that they will use no sub-contractors as they will self-perform all work on the project. USC has submitted Certification from the State of RI Office of the Secretary of State authorizing them to conduct business in the State of RI.

C&E has worked with USC in the past and have found their work to be above standards of the industry and the summary of past projects indicates that they excel in the rehabilitation of steel tanks.

*Recommendation*

Based on C&E's investigations and evaluation of the available information, we affirm that Utility Services Company Inc. of Perry Georgia is the "lowest responsible bidder" for the Rehabilitation of Mount St. Charles Tank No. 1 and Mount St. Charles Tank No. 5, Diamond Hill Tank and Rhodes Avenue Tank project. This assessment is premised on their submitted bid proposal, meeting the contractual bidding requirements and submitting documentation and experience.

We will retain the copy of the bid packages utilized in this evaluation for our records. Should you have any questions, or require additional information, please feel free to contact this office.

Sincerely,

**C&E ENGINEERING PARTNERS, INC.**



Thomas B. Nicholson, P.E.  
President/Chief Engineer

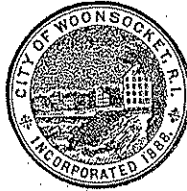
Enclosures

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City of Woonsocket Bid Tabulation - Rehabilitation of Mount St. Charles Tank No. 1 and Mount St. Charles No. 5, Diamond Hill Tank and Rhodes Avenue Tank

Bid Item	Description	Bid Unit	Bid Qty	Utility Services Co. Inc.		Modern Protective Coatings, Inc.		Allies Painting	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
<b>Mount St. Charles Tank No. 1</b>									
Mobilization & Demobilization, Bonds & Insurance, General Conditions (\$10,000 maximum allowed)									
1.01		LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
1.02	Spot Prepare & Recoat Exterior Surfaces	SF	1,000	\$36.500.00	\$36,500.00	\$20.00	\$20,000.00	\$75.00	\$75,000.00
1.03	Spot Prepare & Recoat Interior Surfaces	SF	1,000	\$80.00	\$80,000.00	\$80.00	\$80,000.00	\$75.00	\$75,000.00
1.04	Removal of Hardened Metal Scale on Interior Floor	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00
1.05	Third Party Coatings Inspection (Allowance)	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
	<b>Sum Total Mount St. Charles Tank No. 1 Bid Amount</b>			<b>\$112,000.00</b>		<b>\$125,000.00</b>		<b>\$180,000.00</b>	
<b>Mount St. Charles No. 5 Tank</b>									
2.01	(\$10,000 maximum allowed)	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
2.02	Prepare & Recoat Exterior Surfaces	SF	2,500	\$28.48	\$71,200.00	\$20.00	\$50,000.00	\$75.00	\$187,500.00
2.03	Prepare & Recoat Interior Surfaces	SF	2,500	\$24.00	\$60,000.00	\$80.00	\$200,000.00	\$75.00	\$187,500.00
2.04	Pressure Wash Exterior Surfaces	LS	1	\$20,000.00	\$20,000.00	\$100,000.00	\$100,000.00	\$25,000.00	\$25,000.00
2.05	Third Party Coatings Inspection (Allowance)	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
	<b>Sum Total Mount St. Charles Tank No. 5 Bid Amount</b>			<b>\$168,700.00</b>		<b>\$365,000.00</b>		<b>\$415,000.00</b>	
<b>Diamond Hill Tank</b>									
3.01	(\$10,000 maximum allowed)	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
3.02	Prepare & Recoat Exterior Surfaces	SF	500	\$130.25	\$65,125.00	\$20.00	\$10,000.00	\$200.00	\$100,000.00
3.03	Repair Existing Roof Cover Plates	LS	1	\$4,375.00	\$4,375.00	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00
3.04	Pressure Wash Exterior Surfaces	LS	1	\$15,000.00	\$15,000.00	\$100,000.00	\$100,000.00	\$25,000.00	\$25,000.00
3.05	Third Party Coatings Inspection (Allowance)	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
	<b>Sum Total Mount St. Charles Tank No. 1 Bid Amount</b>			<b>\$99,500.00</b>		<b>\$135,000.00</b>		<b>\$180,000.00</b>	
<b>Rhodes Avenue Tank</b>									
4.01	Mobilization & Demobilization, Bonds & Insurance, General Conditions (\$10,000 maximum allowed)	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
4.02	Prepare & Recoat Exterior Surfaces	SF	1,000	\$83.40	\$83,400.00	\$20.00	\$20,000.00	\$75.00	\$75,000.00
4.03	Repair Existing Roof Cover Plates	SF	1,000	\$55.60	\$55,600.00	\$40.00	\$40,000.00	\$75.00	\$75,000.00
4.04	Pressure Wash Exterior Surfaces	LS	1	\$15,000.00	\$15,000.00	\$100,000.00	\$100,000.00	\$25,000.00	\$25,000.00
4.05	Pressure Wash Interior Surfaces	LS	1	\$10,000.00	\$10,000.00	\$80,000.00	\$80,000.00	\$25,000.00	\$25,000.00
4.06	Third Party Coatings Inspection (Allowance)	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
	<b>Sum Total Rhodes Avenue Bid Amount</b>			<b>\$179,000.00</b>		<b>\$255,000.00</b>		<b>\$275,000.00</b>	
	<b>Total Bid Amount</b>			<b>\$559,400.00</b>		<b>\$880,000.00</b>		<b>\$970,000.00</b>	
<b>Bid Review:</b>									
				Utility Services Co. Inc.	Modern Protective Coatings, Inc.	Allies Painting			
1.	Math Errors in Bid			Yes total adds to \$559,400	No	No	No	No	No
2.	Acknowledge Addenda			Cover reports \$559,500	N/A	N/A	N/A	N/A	N/A
3.	Signature & Seal on Bid			Yes	Yes	Yes	Yes	Yes	Yes
4.	Bid Bond @ 5%			Yes	Yes	Yes	Yes	Yes	Yes
5.	Minimum Quals. & Experience			Yes	Yes	Yes	Yes	Yes	Yes
6.	Subcontractors Identified			No	No	No	No	No	No
7.	Comments			None	None	None	None	None	None
8.	Qualifications to Bid Proposal			None	None	None	None	None	None

City of Woonsocket  
Rhode Island



June 3, A.D. 2019

Resolution

**AWARDING THE GENERAL REHABILITATION OF MOUNT ST. CHARLES WATER  
TANKS NO.'S 2 AND 4 AND THE COBBLE HILL TANK TO  
DN TANKS, INC OF WAKEFIELD, MA**

**WHEREAS,** the 1,500,000-gallon concrete Mount St. Charles (MSC) Tank No.2, the 3,000,000-gallon MSC Tank No. 4 and the 1,000,000-gallon Cobble Hill Tank need general rehabilitation; and

**WHEREAS,** the City has undertaken the design, received State approval and competitive bid the interior and exterior recoating of these tanks; and

**WHEREAS,** one (1) separate bid was received at a cost of \$612,815; and

**WHEREAS,** DN Tanks, Inc. has been found to be the preeminent concrete tank contractor having constructed these tanks 20 years ago and therefore in the best position to affect these repairs; and

**WHEREAS,** DN Tanks, Inc. of Wakefield, Massachusetts (at a bid price of \$612,815) was found to be the lowest responsible bidder (Exhibit A).

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF  
THE CITY OF WOONSOCKET, RHODE ISLAND, AS FOLLOWS:**

**SECTION 1.** The Woonsocket City Council in conformity with Section 10 of Chapter VIII, "Purchasing" hereby approves award of a contract to DN Tanks, Inc. at a contract price of \$612,815 (as shown in Exhibit A).

**SECTION 2.** This Resolution shall take effect immediately upon its passage by the City Council.

---

Daniel M. Gendron  
City Council President  
By Request of the Administration



342 Park Ave, Woonsocket, RI 02895  
Phone: 401 762-1711  
www.ceengineer.com

May 20, 2019

Mr. Marc Viggiani  
Water Division Superintendent  
Water Engineering Division  
PO Box B  
Woonsocket, RI 02895

Re: **City of Woonsocket, Rhode Island**  
**Rehabilitation of Mount St. Charles Tank No. 2 and No. 4**  
**and Cobble Hill Concrete Water Storage Tank**  
**Bid Proposals Evaluation**  
C&E Project No. J1821.00

Dear Mr. Viggiani:

C&E Engineering Partners Inc. (C&E) has completed an evaluation of the bid proposal received April 7, 2019 relative to the above captioned project and for which the following assessment is provided to the City of Woonsocket (City). For this project the City only received one bid proposal in response to the advertised bid solicitation for the project. A copy of this bid proposal was provided to C&E for review with respect to compliance with the Contract Documents and bidding requirements. C&E has completed its review and we offer the following information for the City's consideration.

*Bidding Summary:*

<u>Bids Received</u>	<u>Total Proposal Price</u>
DN Tanks, Inc.	\$ 612,815.00

- There was one (1) addenda were issued for this project. Pre-bid meeting minutes were issued on May 3, 2019 with addenda No. 1.

*Review of Bid Proposals:*

C&E reviewed the bid proposals for completeness and accuracy. A bid tabulation spreadsheet was prepared which included a detailed breakdown of all bid proposals and is attached herewith as Attachment No. 1.

*Contract Price, Qualification and Experience Considerations:*

The low dollar amount bid proposal (only bid proposal) was received from DN Tanks, Inc. of Wakefield Massachusetts at a total bid price of \$612,815. Due to the fact that there was only bidder on the project it was difficult to judge reasonableness of these costs except that it was below the engineer's estimate for the project which was estimated at \$750,000. It is believed that the reason for only one bidder on this project is that this project is extremely specialized work. It consists of the rehabilitation of three (3) wire wound prestressed concrete water storage tanks. These tanks were constructed approximately 20 years ago and are beginning to show their age. DN Tank's predecessor, Natgun Tanks (the N in DN Tanks stands for Natgun)

constructed these three tanks as well as hundreds of concrete tanks across the country. They are recognized experts in prestressed concrete tanks both in their construction and maintenance and rehabilitation. It is believed that when DN Tanks showed interest in bidding on the rehabilitation of the three (3) Woonsocket tanks other vendors knew they could not compare to DN Tanks in both experience and expertise.

Upon review, the single proposal from DN Tanks, Inc. was determined to be in general conformance with contract bidding requirements. There were no subcontractors listed in the DN Tank Bid, rather it was explained that all work will be self-performed. A RI contractor license number was not provided in the bid form however, DN Tank has submitted Certification from the State of RI Office of the Secretary of State authorizing them to conduct business in the State of RI.

The bidding instructions in the Contract Documents (Selection Criteria – Page 00030) stipulate that bid proposers must identify with their bid proposal a minimum of three (3) similar completed projects related to potable water storage tanks rehabilitation by their firms within the last five (5) years. The bid proposal received from DN Tanks included a reference list and documentation of experience with regard to the rehabilitation of prestressed concrete structures with its bid proposal as an attachment to Supplements to Bid Form Appendix B, which includes a listing of multiple reference projects.

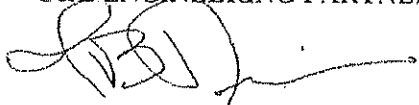
*Recommendation*

Based on C&E's investigations and evaluation of the available information, we affirm that DN Tanks is the "lowest responsible bidder" for the Rehabilitation of Mount St. Charles Tank No. 2 and Mount St. Charles Tank No. 4 project and the Cobble Hill Storage Tank. This assessment is premised on their submitted bid proposal, meeting the contractual bidding requirements and submitting documentation and experience.

We will retain the copy of the bid packages utilized in this evaluation for our records. Should you have any questions, or require additional information, please feel free to contact this office.

Sincerely,

**C&E ENGINEERING PARTNERS, INC.**



Thomas B. Nicholson, P.E.  
President/Chief Engineer

Enclosures

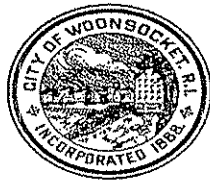
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City of Woonsocket  
 Bid Tabulation  
 Rehabilitation of MSC Tank 2, MSC 4 and  
 the Cobble Hill Tank

Job #J1821.00  
 Bid Opening: 5/7/19

Bid Item	Description	Bid Unit	Bid Qty	DN Tanks	
				Unit Price	Total Price
<b>Cobble Hill Tank</b>					
1.01	Mobilization & Demobilization, Bonds & Insurance, General Conditions (\$30,000 maximum allowed)	LS	1	\$4,800.00	\$4,800.00
1.02	Pressure Wash Exterior Surfaces	LS	1	\$29,660.00	\$29,660.00
1.03	Pressure Wash Interior Surfaces	LS	1	\$39,900.00	\$39,900.00
1.04	Interior/Exterior Shotcrete and Concrete surfaces	SF	100	\$5.00	\$500.00
1.05	Aluminum Ladder Replacement w/ FRP Ladder	LS	2	\$32,700.00	\$65,400.00
1.06	Polyurethane Grout Injection	LF	50	\$5.00	\$250.00
1.07	Exterior Architectural Whole Tank Coating	LS	1	\$37,000.00	\$37,000.00
1.08	Clean/Prepare and Recoat internal Tank features	LS	1	\$24,100.00	\$24,100.00
1.09	Third Party Coatings Inspection (Allowance)	LS	1	\$5,000.00	\$5,000.00
<b>Sum Total Cobble Hill Bid Amount</b>					<b>\$206,510.00</b>
<b>Mount St. Charles Tank No.4</b>					
2.01	(\$30,000 maximum allowed)	LS	1	\$4,800.00	\$4,800.00
2.02	Pressure Wash Exterior Surfaces	LS	1	\$44,725.00	\$44,725.00
2.03	Pressure Wash Interior Surfaces	LS	1	\$46,700.00	\$46,700.00
2.04	Interior/Exterior Shotcrete and Concrete surfaces	SF	100	\$5.00	\$500.00
2.05	Polyurethane Grout Injection	LF	50	\$5.00	\$250.00
2.06	Exterior Architectural Whole Tank Coating	LS	1	\$64,075.00	\$64,075.00
2.07	Clean/Prepare and Recoat internal Tank features	LS	1	\$34,000.00	\$34,000.00
2.08	Third Party Coatings Inspection (Allowance)	LS	1	\$5,000.00	\$5,000.00
<b>Sum Total Mount St. Charles Tank No. 4 Bid Amount</b>					<b>\$200,050.00</b>
<b>Mount St. Charles Tank No. 2</b>					
3.01	Mobilization & Demobilization, Bonds & Insurance, General Conditions (\$30,000 maximum allowed)	LS	1	\$4,800.00	\$4,800.00
3.02	Pressure Wash Exterior Surfaces	LS	1	\$29,650.00	\$29,650.00
3.03	Pressure Wash Interior Surfaces	LS	1	\$34,300.00	\$34,300.00
3.04	Interior/Exterior Shotcrete and Concrete surfaces	SF	1	\$5.00	\$5.00
3.05	Aluminum Ladder Replacement w/ FRP Ladder	LS	2	\$29,200.00	\$58,400.00
3.06	Polyurethane Grout Injection	LF	50	\$5.00	\$250.00
3.07	Exterior Architectural Whole Tank Coating	LS	1	\$44,850.00	\$44,850.00
3.08	Clean/Prepare and Recoat internal Tank features	LS	1	\$29,000.00	\$29,000.00
3.09	Third Party Coatings Inspection (Allowance)	LS	1	\$5,000.00	\$5,000.00
<b>Sum Total Cobble Hill Bid Amount</b>					<b>\$206,255.00</b>
<b>Total Bid Amount</b>					<b>\$612,815.00</b>
<b>Bid Review</b>				<b>DN Tanks</b>	
1.	Math Errors in Bid			No	
2.	Acknowledge Addenda			Yes	
3.	Signature & Seal on Bid			Yes	
4.	Bid Bond @ 5%			Yes	
5.	Minimum Quals. & Experience			Yes	
6.	Subcontractors Identified			No	
7.	Comments			None	
8.	Qualifications to Bid Proposal			None	

# City of Woonsocket Rhode Island



June 3, A.D. 2019

## Resolution

### NAMING THE WOONSOCKET SENIOR CITIZENS CENTER IN HONOR OF GASTON A. "GUS" AYOTTE, JR.

**WHEREAS,** Gaston A. "Gus" Ayotte, Jr. was an active member of and contributor to the City of Woonsocket's civic life over a period of many years, including being a founding member of the East Woonsocket Fair-North and Bernon Little Leagues, an active participant in the Italian Workingman's Club, The Elks Club, St. Joseph's Veterans, Woonsocket Kiwanis Club, Club Lafayette, and Cercle Laurier, as well as the first Grand Marshall of the Autumnfest Parade in 1981, along with multiple years serving as General Chairman for the Autumnfest Celebration, Chairman of the Jerry Lewis Telethon for Rhode Island, and an active supporter of the local Cub Scouts; and

**WHEREAS,** Gaston A. "Gus" Ayotte, Jr holds the distinction of being the FIRST citizen to be elected to all three elected offices of the City of Woonsocket – the School Committee, the City Council and Mayor; and

**WHEREAS,** The City had previously named a parcel of land used as a baseball field located on Providence Street in honor of Gaston A. "Gus" Ayotte Jr., known as "Gaston A. Ayotte, Jr. Field", and

**WHEREAS,** The City of Woonsocket has eliminated the aforementioned athletic facility from that parcel of land and is seeking to sell the parcel; and

**WHEREAS,** the City Council is desirous of naming a building and parcel of land to honor Gaston A. Ayotte, Jr., the son of Gaston A. Ayotte, Sr. and Idalie (Donneau) Ayotte and the husband of Diana (Beauregard) Ayotte and father of Peter Ayotte and the late Paul Ayotte, and three grandchildren, Katherine, Stephanie, Kristen, and

### NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOONSOCKET AS FOLLOWS:

**SECTION 1.** The City Council of the City of Woonsocket shall honor the late Mayor Ayotte by naming the Woonsocket Senior Citizens Center at 84 Social Street in perpetuity as the "*GASTON A. AYOTTE, JR. MEMORIAL SENIOR CITIZENS CENTER*".

**SECTION 2.** The City's Property Division shall provide notice to tenants and provide proper signage, subject to approval by the City Council, to effectuate this honor being bestowed upon the former Mayor, Gaston A. Ayotte, Jr.



**SECTION 3.** The City Clerk shall forward an executed copy of this Resolution to Diana Ayotte and Peter Ayotte.

**SECTION 4.** This Resolution shall take effect immediately upon its passage by the City Council.

\_\_\_\_\_  
Daniel M. Gendron, Council President

\_\_\_\_\_  
Jon D. Brien, Council Vice-President

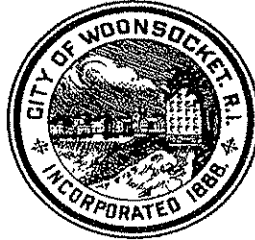
\_\_\_\_\_  
James Cournoyer

\_\_\_\_\_  
Denise Sierra

\_\_\_\_\_  
David A. Soucy

\_\_\_\_\_  
John F. Ward

CITY OF WOONSOCKET  
RHODE ISLAND



RESOLUTION

June 3, A.D. 2019

**GRANTING PERMISSION TO USE CITY PROPERTY**

**WHEREAS,** Beacon Charter Schools wishes to utilize certain property of the City, to wit, WWII Veterans Memorial Park, on Thursday, June 6, 2019 from 6:00 P.M. to 8:00 P.M., for the purpose of holding a “Shakespeare in the Park” event.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOONSOCKET, RHODE ISLAND, AS FOLLOWS:**

**SECTION 1.** Beacon Charter Schools is hereby permitted to utilize WWII Veterans Memorial Park, on Thursday, June 6, 2019 from 6:00 P.M. to 8:00 P.M., for the purpose of holding a “Shakespeare in the Park” event.

**SECTION 2.** This resolution shall take effect upon its passage by the City Council and is subject to any conditions that the Public Safety Department may impose and payment of all associated costs as determined by the Director of Public Works. Applicant will obtain a permit from the Recreation Director upon payment of fees.

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Daniel M. Gendron  
City Council President

**Available Parks and Ammenties Include:**

Park List : River Island, River's Edge, Bernon Park, Globe, Cass, Dunn, Cold Spring, Dionne and Costa  
 Restrooms: River Island, River's Edge, Dionne & Bernon. Portables @ Dunn, Cass & Cold Spring during Spring & Summer  
 Concession Stand: River Island & River's Edge.  
 Power: River Island, River's Edge, Dunn Park, Costa, Cold Spring  
 Stages/Gazebo: River Island & Cold Spring

Park Choice: WWII Memorial  
 Date of event: 6/6/19 Rain date: 6/11/19  
 Hours of event: 6pm - 8pm 3pm  
(Actual advertised time of event) (Arrival to set up time)  
 Description of event: Shakespeare in the park  
 Expected attendance: # 50-80

**Fee Schedule:**

	Mon - Sat	Sunday	
Small Tent	\$175	\$225	
Large Tent	\$1,100	\$1,500	
Event Attendants	\$30/hr	\$38/hr	*
Picnic Tables	\$33 each	\$45 each	
Folding Tables	\$10 each	\$13 each	***
Chairs	\$1 each	\$1.33 each	***
Concession Stand	\$50	\$75	
Power	\$25 per location	\$25 per location	✓
**Admin. Fees	\$35	\$35	\$35 NON-REFUNDABLE
		Total for Event	

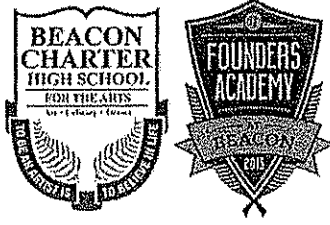
Special Events/Alcohol NA

Applicant/ Contact Person Name: Samantha Baffoni  
 Address: 320 Main Street, Woonsocket 02895  
 Email Address: sbaffoni@bcnconnect.org  
 Phone #: 401 345 4509 401 671 6261  
Home/Office Cell cell Work

Applicant Signature: [Signature] Date: 5/2/19  
 Parks Director: [Signature] Date: 5/3/19 **\$35 PAID**  
 Call for Availability: 767-9287

payment type

\* Attendent(s) required for events with food of 50p or more for a minimum of 4 hrs towards end of event.  
 \*\*Administration fee due at time of application. Balance is due one week prior to event.  
 \*\*\*Events with table/chair rental, and/or access to facilities or power, require an attendant for the duration of the event, plus time for setup and break down  
 \*\*\*\* Please allow up to 14 days to process your request.



Beacon Charter Schools  
320 Main Street  
Woonsocket, RI 02895

May 1, 2019

Dear Woonsocket City Council,

I'm writing on behalf of Beacon Charter Schools regarding our middle school's upcoming "Shakespeare in the Park" event at the WWII Memorial Park. Founders Academy students brought this event to the Woonsocket community for the first time in June 2018. The students worked with their theatre teacher, Jessica Corsentino from the GAMM Theatre, to put on the performance which was free and open to the public. Liz Kerrigan from the recreation department worked closely with us to advertise, organize, and plan the event.

"Shakespeare in the Park" is an event that enriches the Woonsocket community, and creates a sense of pride and togetherness. This event allows us to provide our students with a unique opportunity to participate in the preparation, design, production, and performance of a play for a public audience. The middle school students perform excerpts from a Shakespeare play, while audience members sit back on blankets and lawn chairs to enjoy the show. To advertise the event to the public we put signs up around the city, reach out to local schools and community organizations to pass the information along to students and families, and post about the event on our social media.

This year, the event will be held on June 6th. We're hoping to have food trucks and other local vendors attend the event to increase attendance. The company providing the food trucks is called "Food Trucks In." They reach out to local food truck owners, who are apart of their organization, to attend the event. At this time, we are not sure what specific food trucks will attend, however we estimate 3-5 food truck vendors will be at the event. We have been in contact with Mr. Eric Weiner from "Food Trucks In" to coordinate interested vendors. We'd be happy to pass along Mr. Weiner's information should you need it. We hope to have a complete list of vendors in the coming weeks. It would be much appreciated if you could help us get the proper approval to have food vendors at the event. We hope to make "Shakespeare in the Park" an annual, free event. Attached is a list of the vendors who have expressed interest in coming to the event. Having vendors will not only help us increase attendance, quality, and exposure of "Shakespeare in the Park" but will also help our students to continue to bring the community together annually to celebrate theatre arts.

Please let me know if you need any additional information, or if there are further steps we need to take. You can reach me anytime by email [sbaffoni@beaconart.org](mailto:sbaffoni@beaconart.org) or phone (401)3454509. Thank you for your consideration!

Sincerely,  
Samantha Baffoni  
Logistics and Communications Coordinator  
Beacon Charter Schools